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VOL. XLVI., No. 16.

The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 15, 1902.

* * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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CURRENT TOPICS.

IT WILL be seen from the Treasury notice under the Colonial Stock Act, 1900, which we print elsewhere, that 4 per cent. Trinidad Inscribed Stock (1917-42), and 3 per cent. Trinidad Inscribed Stock (1922-44) have been added to the investments authorized by section 2 (2) of the Trustee Act, 1898. The stocks which have previously been added to the list are certain stocks of Canada, New Zealand, and Ceylon.

IT WILL be seen from our correspondence columns that our appeal to Mr. F. K. MURTON to provide us with a new Father of the Profession, in place of Mr. OEHME, deceased, has been successful; though as our esteemed correspondent is wintering abroad and cannot refer to his notes, the nomination he makes must be regarded as provisional only. We think, however, that he is likely to be right, as usual. He names Mr. ALGERNON SYDNEY FIELD, of Leamington, the Clerk of the Peace of the County of Warwick, who was admitted in 1834, and took out his sixty-seventh certificate last year. The late "Father" was admitted in 1831, so that there is little difference in the standing of his nominated successor. Now we call upon all and sundry to find an older "Father" if they can.

IN REPLY to Mr. REMNANT's question in the House of Commons on Thursday in last week as to (among other things) whether "an independent inquiry as to the working" of the Land Transfer Act, 1897, had taken place, the Attorney-General said he was informed "that an inquiry had in fact been held, with the aid of an independent committee, into the organization and working of the Office of Land Registry, and that the result was entirely satisfactory. It was not, and never had been, the intention of the Government to hold such an inquiry as would reopen the question of principle, settled after the most prolonged consideration by Parliament, and affirmed, without a division, by very general assent. But there was nothing in the Act making it otherwise than right that every consideration should be given to the views of the City of London, or of any county in England, as to the date at which the compulsory provisions should come into actual operation." It will be observed that the inquiry has not been as to the

working of the Act, but as to the "organization and working" of the office.

It was pointed out by the Court of Appeal in *Whitley v. Challis* (40 W. R. 291; 1892, 1 Ch. 64) that, where a mortgage covers premises on which a business is carried on, the mortgagee, in seeking to realize his security, while he is clearly entitled to the appointment of a receiver, can only obtain the appointment of a manager if his mortgage includes the goodwill of the business. The court, observed LINDLEY, L.J., only appoints a manager with a view to a sale of the business, and if the business is not to be sold in the proceedings for enforcing the mortgage, the ground for the appointment of a manager disappears. Hence in a case such as *Re The Leas Hotel Co. (Limited)* (ante, p. 230), recently decided by KEKEWICH, J., where goodwill is not expressly mentioned in the mortgage it becomes important to see if there are general words within which it can be brought. There debentures had been issued by the company which in terms charged "all the lands, buildings, property, stock-in-trade, furniture, chattels, and effects whatsoever present and future." It would be difficult to find words more comprehensive than "property and effects whatsoever," and KEKEWICH, J., held that they were sufficient for the purpose. Guidance was found in recent cases relating to the disposition of partnership property. In *Jennings v. Jennings* (46 W. R. 344; 1898, 1 Ch. 378) one of two partners sold all the assets of the partnership to the other, and it was held that this included the goodwill, so as to bring in the doctrine of *Trego v. Hunt* (44 W. R. 225; 1896, A. C. 7), and preclude the vendor from canvassing the customers of the old firm. And in *Re David and Matthews* (47 W. R. 313; 1899, 1 Ch. 378), where a valuation upon the decease of a partner was to include "all the effects and securities" of the firm, it was held that the goodwill must be valued. So far as the words are concerned, these decisions go as far as was required for the present case.

THE HOUSE OF LORDS, affirming the decisions of COZENS-HARDY, J., and of the Court of Appeal in *Attorney-General v. London County Council* (1901, 1 Ch. 781), have finally disposed of the claim of the London County Council to be entitled to work a line of omnibuses in connection with the tramway undertakings acquired by them under several statutes. The case is of little general interest in so far as it turned upon these tramway statutes, the decision being that they did not authorize the working of the omnibuses either expressly or as being by necessary implication incidental to the authorized tramway undertakings. A contention was, however, raised on behalf of the county council on their appeals to the Court of Appeal and to the House of Lords, which goes to the status and position of county councils generally, and is worth notice. It has been settled law since *Ashbury Railway Carriage, &c., Co. v. Riche* (L. R. 7 H. L. 653) that a corporation created by statute is confined to the powers conferred upon it by that statute, although matters which are incidental to the powers so conferred ought not (unless expressly prohibited) to be held to be *ultra vires*: *Attorney-General v. Great Eastern Railway Co.* (5 App. Cas. 473). The London County Council sought to escape from this doctrine by maintaining that a county council is in the same position as regards powers as a municipal corporation. A municipal corporation governed by the Municipal Corporations Act, 1882, has many powers and duties conferred or imposed upon it by that and other statutes: it is not, however, the creation of statute, but of a royal charter. It is often possessed of corporate property not acquired under any statute, and it has many powers which cannot be regarded as statutory. County councils, on the other hand, were brought into existence by the Local Government Act, 1888, section 79 of which expressly incorporates and names the new bodies thus created. So far there is nothing to distinguish a county council from any other statute-born corporation. But section 2 declares that "a county council shall be constituted and elected and conduct their proceedings in like manner, and be in the like position in all respects, as the council of a borough divided into wards, subject nevertheless to the provisions of this Act," and to the provisions of that section, which deals exclusively with the qualifications for

membership and the mode of election. Had the point not been so strenuously argued in the two higher courts, it would hardly seem possible to contend that the words printed in italics, occurring, as they do, in a section dealing with mere machinery, have the far-reaching effect of freeing a county council from the well-known restrictions affecting a statutory body, and it is not surprising that the contention found no favour with the courts. The case is remarkable for the absolute unanimity with which three Lords Justices and six Lords of Appeal agreed with the decision of the judge of first instance.

A CURIOUS POINT of unusual interest occupied the Court of Appeal for nearly a whole day last week. It arose out of a bankruptcy petition presented against a stockbroker by a jobber on the Stock Exchange, a distinctly unusual proceeding in itself, as the court remarked. The registrar had made a receiving order upon the petition, relying on an act of bankruptcy on certain payments which the debtor had made on the 14th of the month. Now, the debt on which the petition was presented was a debt for differences, which differences were ascertained on the 13th, but only became payable on the 15th—settling day on the Stock Exchange. Now, it is an old and well-established principle of the bankruptcy law, which has not been affected by the Bankruptcy Act, 1883, that at the time the act is committed, which is relied upon as an act of bankruptcy, the debt must be in existence. This was conceded by counsel for the petitioning creditor. The debtor appealed against the receiving order on the point that, whereas the act relied upon was committed upon the 14th, the actual debt only became a debt due and payable on the 15th. Now, section 6 (1) (b) of the Bankruptcy Act, 1883, provides that the debt must be "a liquidated sum payable either immediately or at some certain future time." The contention was that this means must be an effective debt for which the creditor is in a position to sue. What, then, is the effect of a transaction between a broker and a jobber? Is the sum which on the 13th is found due to the jobber—namely, the differences, a liquidated sum payable either immediately or at some certain future time? The view urged on behalf of the petitioning creditor was that on the 13th the original contract for the purchase of shares was cancelled by another contract for the purchase of a similar number of shares, and the difference represented a debt on an account stated. When the account is made up on account day, the principals or their clerks meet, and settle what shares are to be carried over and what are to be closed. Leaving out of the question the carrying over, it would certainly seem that the transaction, if carried out in this way, on account day resulted in an agreed, that is, a stated, account, and that the debit balance would be a debt upon which an action could at once be brought. On the other hand, the sum did not by the original contract become payable till the 15th, pay day on the Stock Exchange. Still, it would certainly seem that, although payment is postponed till the 15th by the operation of the Stock Exchange rule, and therefore a writ could not be issued, the amount ascertained for differences is a "liquidated sum payable at a certain future time," and therefore a good petitioning creditor's debt. The fact that it is not a debt upon which the creditor could sue is not decisive having regard to the wording of the section: *Ex parte Raatz* (45 W. R. 666). The court allowed the appeal, but mainly on the ground that there was not satisfactory evidence of the amount due having been ascertained on the 13th.

LOOKED AT in another light, this case brings into prominence the peculiar position of the Stock Exchange in relation to the bankruptcy law when one of its own members becomes subject thereto. In the case of an ordinary person who makes an arrangement outside the bankruptcy court with his creditors, and whose estate is administered by a trustee under a deed of assignment, no creditor who comes in and receives a dividend in that voluntary liquidation would be allowed by the court to present a petition in bankruptcy upon the same debt. It does not seem necessary to cite any of the numerous authorities in support of such a well-recognized proposition of law. But where a member of the Stock Exchange is declared a

defaulter, and his accounts closed, and his Stock Exchange assets distributed in dividends among his Stock Exchange creditors, which is equivalent to a liquidation under an assignment for the benefit of creditors, it appears that the principle does not apply, and a Stock Exchange creditor is at liberty to take legal proceedings against the defaulter for the balance of his debt, and even to present a petition in bankruptcy against him: *Re Ward* (30 W. R. 560). Now it is certainly difficult to see how this distinction in favour of a Stock Exchange creditor can be justified on principle. Why he alone of all a man's creditors should be so favoured it is hard to see. It is easy to understand that, so far as the Stock Exchange liquidation of a defaulter's Stock Exchange debts goes, it can be justified on the ground that the defaulter's assets are an artificial fund brought into existence by the automatic closing of his accounts according to the rules and customs of the Stock Exchange. But surely that is a sufficient concession to the Stock Exchange creditor, and at any rate for a debt arising out of those same Stock Exchange transactions, he ought not to be at liberty to harass the debtor afresh, and to come in under his bankruptcy and prove in competition with his outside creditors upon assets not Stock Exchange assets. This point was raised in the Court of Appeal in the case now under notice, but was not decided, as the other point concluded the case; and the point is at present decided by *Re Ward* (*supra*), but some day it may be taken to the House of Lords.

It is perhaps early to estimate the value and utility of the small but important batch of new rules as to costs which are to be read into order 65 of the Rules of the Supreme Court, 1883, but are themselves to be cited as Rules of the Supreme Court, January, 1902 (*ante* p. 134). But as they have now been in force for some weeks, it may be useful to record any explanation which throws light upon them, especially when it comes from the senior judge of the Chancery Division, who himself took part in framing them. In the recent case of *Re Bradshaw* (1902, W. N. 15), which was upon an originating summons involving important questions between many parties as to election and the validity of a covenant to exercise a testamentary power of appointment, it was desired to have the costs of all parties allowed out of the estate as between solicitor and client. KEKEWICH, J., said that it had long been his practice on the hearing of such a summons, brought either by trustees or by a beneficiary and adopted by the trustees as equivalent to an administration, to allow the costs of all parties out of the estate as between solicitor and client; and he took the opportunity of mentioning that it had just been suggested to him by counsel appearing in chambers on a similar summons that it was no longer necessary to use the words "as between solicitor and client," in view of the new rule on the subject. This rule 10, substituted for regulation 29 of R. S. C. ord. 65, r. 27, provides that "on every taxation the taxing-master shall allow all such costs, charges, and expenses as shall appear to him to have been necessary or proper for the attainment of justice or for defending the rights of any party, but save as against the party who incurred the same, no costs shall be allowed which appear to the taxing-master to have been incurred or increased through over caution, negligence, or mistake, or by payment of special fees to counsel or special charges or expenses to witnesses or other persons, or by other unusual expenses." These latter words seem undoubtedly to refer to what are generally known as "luxuries," and the new rule clearly provides that in ordinary taxation the successful party should have his full costs, but not "luxuries." As was explained by KEKEWICH, J., the object of the rule was that the successful party should get "the costs which he was liable to pay his solicitor in the ordinary way, so that he should not go away having a verdict for £100 and then have to pay a large sum to his own solicitor." But his lordship was careful to point out that, in his opinion, this provision did not do away with the necessity for expressly directing on a summons of this kind that the costs should be paid "as between solicitor and client." Even with the new rule, it is certainly very doubtful whether, if the costs were simply ordered to be paid out of the estate, the taxing-master would, any more than in the past, allow a party all the costs which he

would allow as between solicitor and client. At any rate the convenience of still obtaining the express direction is obvious, even if it be not absolutely necessary. Still more recently the same learned judge, in dealing with quite a different question of costs, observed that the new rules were working well and for the benefit, it was to be hoped, of both the public and the profession. In *Findlater, Mackie, Todd, & Co. v. Newman & Co.* (Times, 12th inst.), which was an action for injunctions restraining the user by the defendants of the name "Findlater & Co." and of the initials "F. M. T. & Co.," the plaintiffs were held to have failed as to the name-injunction, but succeeded as to the user by the defendants of the initials as a brand on certain bottle-corks. His lordship said that, after consulting with one of the taxing-masters on the subject, he had decided to employ an old form of his own under the new rules, and, having regard to certain matters which he mentioned, would direct the defendants to pay one-third of the plaintiffs' costs, with no order as to their own costs. "Under the circumstances," as his lordship remarked, "the costs should be distributed as far as possible between failure and success."

IS INSANITY a defence to an action to recover damages for a wrong independent of contract? Students of law will think it strange that this question was not settled at a very early period of the history of England, but the Supreme Court of New Zealand in the recent case of *Donaghy v. Brennan* (19 New Zealand Law Rep. 289) could find nothing precisely in point in any reported decision of the English courts. The action was to recover damages for assaulting the plaintiff by shooting him with a gun. The defence was that, at the time of the commission of the act, the defendant was a lunatic and of unsound mind, and by reason of his mental disease, unconscious of, and wholly unable to understand, the nature and consequences of the act which he was doing. At the trial, the judge directed the jury that before finding the defendant a lunatic they must be satisfied that he was labouring under a disease of the mind to such an extent as to render him incapable of understanding the nature and quality of the act and of knowing that it was wrong. The jury found that the defendant was a lunatic and of unsound mind at the time of the assault, and assessed the damages at £750. The defendant moved for judgment on the finding of the jury, and it was argued on his behalf that the injury done to the plaintiff could not be distinguished from an unavoidable accident, and that in a case of doubtful principle reference might be made to the Roman law, by which in an action for a tort the defendant would only be liable if he was in the exercise of reason and could distinguish between right and wrong, and that the real cause of the injury was the defendant's insanity, which disabled him from controlling his impulse to commit violence. The argument for the plaintiff was mainly founded on the American decisions. These are summed up in *Williams v. Hays* (42 Amer. St. Rep. 743), where it is said by EARL, J.: "The general rule is that an insane person is just as responsible for his torts as a sane person, and the rule applies to all torts except, perhaps, those in which malice and, therefore, intention, actual or implied, is a necessary ingredient, like libel, slander, or malicious prosecution." The plaintiff's counsel also cited the following passage in the English case of *Weaver v. Ward* (Hobart 184): "If a lunatic kill a man or the like, this is no felony, because felony must be done *animo felonico*, yet in trespass, which tends only to give damages according to hurt or loss, it is not so, and, therefore, if a lunatic hurt a man, he shall be answerable in trespass, and, therefore, no man shall be excused of a trespass except it be judged utterly without his fault." The learned judge, CONOLLY, J., having decided in favour of the plaintiff, the defendant appealed to the Supreme Court, and that court (STOUT, C.J., and WILLIAMS, EDWARD, and MARTIN, JJ.) affirmed the decision holding the defendant liable.

WITH REGARD to the Roman law, relied on by the defendant, it appears to be followed by the Code Napoleon, which, in section 64 of the Penal Code, declares that there is no crime or tort where the person charged was in a state of insanity

at the time of the committing of the act. And by the German Criminal Code there is no criminal act where the actor at the time of the offence is in a state of unconsciousness or morbid disturbance of the mind through which the free determination of the will is excluded." It will be observed that these codes, following the old civil law, place the liability for crimes and torts on the same footing. We have been unable to find any authority in the Scotch digests in the divisions relating to actions for delinquency. It is certainly true that there is little or no trace of any action like the present in the English reports. This may be due to different causes. Where the lunatic is in easy circumstances, a regard for equity and justice may lead those about him to pay out of his estate for the mischief which he has done, and even where he is poor, relations and friends may satisfy the claim, irrespective of any legal liability, wishing to shut the door upon a painful inquiry. Or it may possibly be that the liability of a lunatic for his torts was never doubted. There is no form of a plea of insanity in an action of tort in Bullen and Leake's Precedents, which has always been regarded as a strong authority for the opinion of the profession. The case of infants is analogous. They were allowed to plead their incapacity in actions of contract, but were liable in actions of tort. The American decisions appear to be founded on the principle that the person damaged ought to be recompensed, and that where a loss must be borne by one of two innocent persons, it shall be borne by him who occasioned it. And we observe that the New York Civil Code has put a stop to any controversy by expressly providing, in section 24, that "a minor or person of unsound mind, of whatever degree, is liable for a wrong done by him in like manner with any other person." We have little doubt as to what decision would be given should the question be ever raised in the High Court.

WE ARE indebted to an esteemed correspondent for calling our attention to an apparent uncertainty in the effect of the judgment recently delivered by BYRNE, J., in *Re W. Key & Son (Limited)* (*ante*, p. 231). The question relates to a matter of considerable importance in the management of companies—namely, the right of the company to enter upon the share register a memorandum of a specific lien accrued upon shares under the lien clause in the articles of association, and the right, further, to indorse a corresponding note upon any certificate for shares issued while the lien is in force. The learned judge, as our correspondent points out, seems to have admitted that the register might be used for the purpose of entering such a memorandum, and that, if so used, the certificate should be in the same form, on the ground that the certificate ought to correspond with the register. But since no such memorandum had been made against a shareholder who had become bankrupt prior to his bankruptcy, BYRNE, J., held that the memorandum should not be first made against his trustee. The trustee was not to be placed in a worse position than the bankrupt. The reasoning is not altogether conclusive. The trustee represents the bankrupt, and the transmission of shares involving the issue of a new certificate, this is apparently the first occasion when the note on the certificate could be made. It is only in the case of an original issue of a certificate at a date subsequent to the acquisition of the shares, or of a transmission on bankruptcy, &c., that the question can arise. Upon a transfer the directors will be able under the articles to refuse to register the transfer while the lien exists. We doubt, however, whether the learned judge really meant to decide that the right which the company contended for in fact existed. The lien arises under the articles upon the debt coming into existence, and in no way depends upon any memorandum in the register or on the certificate, and there is no necessity for entering on the register the fact that a lien has accrued. The indebtedness of the shareholder will appear from the books of the company, and the register should be kept free from extraneous matter. We are not aware that a certificate is taken as a guarantee that no lien had accrued prior to its issue, and in practice, where the question of lien is important—as in mortgages of shares—special inquiry should be made. At any rate the judgment in question would be hardly sufficient justification for introducing a custom of making notes of liens on the register and on certificates.

THE RECENT decision of the Court of Appeal in the case of *J. & J. Cash (Limited) v. Joseph Cash*, reported elsewhere, seems to set at rest, for a time at least, the question whether a man can be restrained from trading in his own name. The effect of the decision seems to be that, apart from fraud, no one can be restrained from trading in his own name if he takes "reasonable precautions" to prevent his goods from being mistaken from those of another person of the same name. The result, however, is hardly satisfactory, for though, as an abstract principle, the decision seems sound enough, and we do not mean to say anything about its application in the recent case, yet it is scarcely calculated to do complete justice under all circumstances. Where a manufacturer, whose goods are well known to the public, sells his old-established business and shortly afterwards sets up an exactly similar business in the same place and under an almost identical name, surely the purchaser of the business should be given complete protection. But complete protection would not, as a rule, be afforded to a purchaser by imposing on the defendant "reasonable precautions." Apart from the difficulty of saying what is a reasonable precaution, there may be cases where no precaution would effectively prevent confusion. The courts have always seemed to shrink from restraining a man from trading in his own name. But why shrink from the logical conclusion of a sound principle? The principle is to prevent unfair competition, and as a corollary to decide what is calculated to deceive the public. The right of a man to his own patronymic is indisputable, but when he makes use of it to the detriment of his purchaser, it would seem that he ought to be directly restrained, and not merely restrained unless he takes "reasonable precautions," whatever that may mean.

THE GOVERNMENT LICENSING BILL.

THE Government Licensing Bill, which has lately been published, is a measure of the greatest importance; and if it becomes law in its present form, it will effect some noteworthy changes. The first part of the Bill aims at amending the law as to drunkenness, and promises to make things exceedingly unpleasant for some persons who at present escape lightly. Thus, power is given to apprehend any person found in any public place, or on any licensed premises, so drunk as to be unable to take care of himself. At present a person drunk and incapable may not be arrested, and although he is often taken to the police station for his own safety, he is entitled to his liberty when sober and must be proceeded against by summons. If the person found drunk and incapable has charge of a child under seven years of age, the penalty is proposed to be increased, and a month's imprisonment with hard labour may be awarded. At present it is not in law any aggravation of the offence of a person "found drunk" that he (or she) is in charge of a child; and a sentence of imprisonment cannot be passed except for non-payment of a penalty.

With regard to the offence under section 13 of the Licensing Act, 1872, of "permitting drunkenness," an important change is proposed as to the burden of proof. If a person is found drunk on licensed premises, the whole burden is to be thrown upon the licensed person of proving that he and his servants took all reasonable steps for preventing drunkenness on the premises. If he cannot support this burden, the mere fact that a person was found drunk on the premises is sufficient to secure his conviction. This is a provision which will probably do a great deal to discourage drunkenness. The consequences of a conviction are so serious to the licensed person that under the new state of the law there will be the strongest inducement to him to carefully exclude from his premises every man who shows any sign of intoxication. No doubt when this becomes law summonses for permitting drunkenness will be numerous. For the relief of the wives of drunkards, it is provided that the wife of an habitual drunkard shall be entitled to a separation under the Summary Jurisdiction (Married Women) Act, 1895; and a similar remedy is given to a man whose wife is an habitual drunkard. The expression "habitual drunkard" is defined by the Habitual Drunkards Act, 1879, to mean "a person who, not being amenable to any jurisdiction in lunacy, is, notwithstanding, by reason of habitual intem-

perate drinking of intoxicating liquor, at times dangerous to himself, or herself, or to others, or incapable of managing himself or herself, or his or her affairs."

By far the most remarkable of the proposed changes in the law is, however, found in section 6. This creates an entirely new offence, and one which in principle almost stands alone in English law; for it forbids certain persons, in full enjoyment of their liberty in other respects, to do certain acts which the majority of persons may do. It provides that where an habitual drunkard is convicted under the Inebriates Act, 1898, he shall be liable to punishment if within three years he purchases, or attempts to purchase, any intoxicating liquor at any premises licensed for the sale of liquor to be consumed on the premises. Also, if a licensed person knowingly sells any liquor to such a person, he is liable to a heavy fine. This is a most drastic proposal, and it will, in small towns and villages, probably make it very difficult for a drunkard to obtain drink. In large towns, however, it is hard to see how it can be effectively enforced, at all events against the publicans.

The second part of the Bill makes various amendments in the law of licensing. At present, when a licensed person is convicted of an offence as such, it is, as a rule, in the discretion of the court to order, or not to order, the licence to be indorsed. It is now proposed to abolish the indorsing of licences, and instead, every conviction *must* be entered by the clerk to the justices in the register of licences. Then, if more than five convictions are entered within a period of five years, no licence can be granted, renewed, or transferred to the person, unless the justices record in writing their reasons for so doing. And where reasons are so recorded, the police authority may appeal against the decision of the justices. The jurisdiction of the licensing justices is increased in some most important directions. Thus, they are now to have discretion over grocers' wine and spirit licences. Up to the present time a Revenue licence is alone required for this trade. At present, too, a beerhouse which has been continuously licensed since 1869 has a remarkable privilege, which is that the justices may not refuse to renew the licence except on certain grounds. This privilege is to disappear, and the justices are to have as unlimited discretion to deal with "1869 beerhouses" as they have with fully-licensed houses. The justices are also given further powers with regard to the structure of licensed premises, and to imposing conditions on publicans as to structural alterations. An absurd restriction is removed by a provision that a justice shall not be disqualified from acting under the Licensing Acts by reason of his being a shareholder in a railway company owning refreshment rooms in the district. A solicitor who is clerk to licensing justices is forbidden, under pain of a fine of one hundred pounds, to conduct or take part in any proceedings under the Licensing Acts in his own or an adjoining district. This will probably bear rather hardly on some firms, as it extends to the partner and clerk of the solicitor as well as to himself.

In every district in England, in London and country, the general annual licensing meeting is to be held in the first fortnight of February in each year. Restrictions are to be imposed upon the granting of protection orders, and of occasional licences, and the latter can only be granted in future in petty sessions. Section 14 contains an important provision, the significance of which will not be overlooked by solicitors who act for brewers or publicans. It is proposed that at every application for the transfer of a licence, the agreement under which the licence is to be transferred shall be produced to the justices. The Bill does not specify any evil consequences of concealing any such agreement, and probably many agreements will not be revealed or produced. If, however, any such agreement is afterwards discovered, the justices will have a very effective remedy in their hands when next a renewal of the licence is asked for.

Part III. of the Bill is devoted to the registration of clubs. For many years there has been an almost universal agreement that some measure of this sort is required. It is strange how long Parliament may continue to neglect such a general demand. It is, however, now at last proposed by the Government that all clubs occupying premises in which liquor is supplied to the members or their guests shall be registered. The clerk to the justices of the petty sessional division is to be the registrar;

and the secretary of the club is required, before a new club is opened, and also, in the case of established clubs, in the month of January in each year, to supply the registrar with divers particulars in a form to be prescribed. These particulars include the rules for the election of members, the terms of subscription, &c. There is no need to register clubs on the premises of which no liquor is supplied, but a month's imprisonment and a fine of £50 may be the consequence of selling or supplying any liquor in an unregistered club. On complaint that a registered club is not a *bond fide* club, or that drunkenness is frequent on the club premises, a court of summary jurisdiction may order the club to be struck off the register, and may further order that the premises shall not be used for the purposes of a registered club for a period not exceeding five years. The police are not given any general powers of entering or inspecting clubs; but a justice may grant a search warrant authorizing a named constable to enter and inspect the club, if satisfied by sworn information that there is reason to suppose that the club is not being regularly conducted. It is by no means likely that the members of any respectable club in any class of life will seriously object to these proposals. The new law will, however, be probably most effective in putting down the numerous so-called "clubs," some of which are mere drinking places, whilst others are little better than brothels.

It is a pity that the whole subject of licensing could not have been taken in hand at once and codified in one consolidating and amending Act; but as that seems too heavy a task to be undertaken at present, this Bill seems to be a very acceptable instalment of some urgently needed reforms.

PUBLIC AND PRIVATE EXAMINATIONS IN BANKRUPTCY AND WINDING UP.

I.

It would certainly appear, both from the proceedings before the registrar and from the appeal to Mr. Justice BYRN against the registrar's decision, in the case of the London and Globe Finance Co., that very considerable misapprehension exists in the minds of even experienced practitioners as to the nature and scope of public and private examinations in bankruptcy and winding-up matters. It may be useful, therefore, to indicate within the limits of an article the different kinds of examinations which may be held under these heads, and the principles of law or practice which differentiate one from the other or are common to both. Some few hints as to the practical value of such examinations, and the limits of their usefulness with a view to ulterior proceedings, may also not be out of place. Of course any remarks on the facts of the case now pending would be improper, but to a review of the general principles affecting examinations generally in these two highly technical branches of the law, and of the cases which govern them, it cannot be open to anyone to take exception.

To begin with, it may be remarked that examinations in both bankruptcy and the winding up of companies are the subject of express statutory enactment, and that the nature and limits of such examinations must be determined, in the first place, by reference to those statutes. The sections of the Bankruptcy Acts, 1883 and 1890, and of the Companies Acts, 1862 and 1890, which deal with these matters are by no means identical, and it may be dangerous in some cases to argue by analogy from the decisions decided on one in order to determine questions arising under the other. But it will be found that the main principles running through the cases, particularly on the question most recently raised as to asking questions relating to matters which are the subject of a pending action, are of general, and not special, application to examinations under both bankruptcy and winding-up proceedings.

The provisions which regulate examinations in bankruptcy proceedings are sections 17 and 27 of the Bankruptcy Act, 1883. The public examination of the debtor under section 17 may be dismissed in a very few words. It is the one with which everyone is most familiar, and the more difficult points arise under section 27. It is to be noted that the examination is not the examination of the court, but any creditor who has tendered a proof may question the debtor concerning his affairs and the

causes of his failure, and the debtor must answer all such questions as the court may put, or allow to be put, to him. All questions relating to his conduct, dealings, and property which the court allows must be answered by him. It is not likely that the point whether questions relating to matters the subject of actions by or against the bankrupt can be put will arise on a public examination. It would appear that if they did, and were put by the official receiver or trustee, no exception could be taken to them, at any rate until the official receiver or trustee had decided to adopt the proceedings and carry them on or defend as the case might be, and the best proof that such questions may be put on a public examination to any extent, subject only to the discretion of the court, lies in the fact that the case has never been raised in any reported decision. Moreover, as will be noticed later on, even on an examination under section 27, the trustee may ask all questions which may enable him to make up his mind whether he will initiate proceedings or not. It is in the interest of public policy that the fullest disclosure should be made by the bankrupt, whatever the effect on individuals. So it has been held a contempt of court to offer a monetary inducement to a debtor to suppress evidence, even where the evidence could not materially affect the persons to whom it related and was capable of being satisfactorily explained: *Re Hooley* (5 Mans. 330).

The power of examination conferred by section 27 of the Bankruptcy Act, 1883, is a power in the nature of discovery of the debtor's property, and differs in some important respects from the public examination of the bankrupt. Under it the court has power to order the examination of any person, including the debtor himself, whom the court may deem capable of giving information respecting the debtor, his dealings or property. The power conferred by this section is extended by section 3, paragraph 16, of the Bankruptcy Act, 1890, to trustees under a statutory composition or scheme of arrangement, but does not apply to the administration in bankruptcy of a deceased insolvent's estate: *Re Hewitt* (2 Morrell 184). This examination is a private one, and an order for it is seldom made except on the application of the official receiver or the trustee. It is an examination for a particular purpose, and must be directed to the facts relevant to the object for which it was ordered. A rambling examination of a debtor, a species of fresh public examination in private, will not be allowed. Its object is to recover assets for the benefit of creditors generally, and an order for it will only be made at the instance of a creditor if he shews some strong *prima facie* case: *Ex parte Nicholson* (28 W. R. 936). The registrar can exclude any person, other than the person summoned for examination, but the person summoned may have his solicitor or counsel present. It is conceived that a trustee should not make use of this section to, in effect, re-open the debtor's public examination. He should make private inquiries and endeavour to obtain the information he wants from other sources before resorting to the examination of the debtor under this section. The section is to be used rather for the examination of persons other than the debtor.

The important point, how far this examination under section 27 may be legitimately used for the purposes of a contemplated or pending action, has been the subject of several decisions, and the principles have become fairly well defined. So long as proceedings have not actually been started, although they may be seriously contemplated, use may be made of this examination in order to enable the trustee to ascertain whether it is worth his while to bring an action at all. But the examination must not be used for an indirect purpose, and where the official receiver was acting at the instance of the petitioning creditor who had an action pending against the examinee, the court only allowed the examination to proceed on condition that the solicitor gave an undertaking that all proceedings in the action should be stayed: *Re Desportes* (10 Morrell 40). At the same time, whether an action is pending or not, it is entirely in the discretion of the court to determine whether it is expedient that there should be an examination. There may be cases where it is desirable, and as presumably an action by the official receiver and trustee is *bond fide* for the benefit of creditors, the court will allow them much greater latitude in examination than a private person: *Re Easton* (8 Morrell, at p. 171). Even where a trustee has exhausted all the ordinary methods of discovery,

it is conceivable that in some exceptional cases the court will allow him to examine under this section: see *Heiron's case*, 15 Ch. D 139., under section 115 of the Companies Act, 1862. Another way of dealing with the point in question was found by the court in *Re Franks* (40 W. R. 384), where the examination was postponed till the trustee had got admissions of fact in the action, and if such admissions did not sufficiently cover the points on which the trustee wished to examine, the court directed that the order for examination should go.

(To be continued.)

REVIEWS.

LAND TRANSFER.

LAND TRANSFER AND REGISTRATION OF TITLE UNDER THE LAND TRANSFER ACTS, 1875 AND 1897. CONTAINING THE TEXT OF THE ACTS, RULES, FORMS, FEE ORDER, AND FEE RULES, WITH EXPLANATORY NOTES, AND THE SMALL HOLDINGS RULES, TOGETHER WITH INTRODUCTORY CHATTERS AND FORMS FOR USE IN DRAWING CONTRACTS AND CONDITIONS OF SALE. By J. A. HAY, B.A., Barrister-at-Law; assisted by E. H. WIDNELL, M.A., Barrister-at-Law. Waterlow Bros. & Layton (Limited).

This book presents the Land Transfer Acts and Rules in a very convenient manner. The Acts are not exactly a model of legislation, and to be intelligible at all they are badly in need of the commentator. The Act of 1875, which still stands as the principal Act, cannot be used until it has been carefully compared with the numerous alterations introduced by the text of, and the first schedule to, the Act of 1897, and when this has been done it has still to be remembered that extensive changes, chiefly in regard to the registration of leasehold land, have been made by the rules. The merit of Mr. Hay's volume is that all this is done for the reader in the clearest possible way, and the book is likely to come into extensive use as a compendious guide to the system of registration of title. Hints are given in the notes upon the numerous points of difficulty which arise, such as the registration of the title of a purchaser from a mortgagee by subdemise, and frequent cross-references shew the connection of the statutes and the rules. A feature of the book is the series of chapters at the beginning in which the practice under the Acts is explained.

BAILMENT.

BAILMENTS: A COMMENTARY ON THE LAW OF CUSTODY AND POSSESSION, AS DISTINGUISHED FROM PROPERTY, IN CHATTELS, COMPRISING, AMONGST OTHER MATTERS, CARRIERS AND CARRIAGE BY SEA AND LAND; PLEDGE; HIRE-PURCHASE; BILLS OF SALE; DEPOSIT; MANDATE (WITH SPECIAL NOTES RELATING TO GOODS IN THE CUSTODY OF THE LAW, AND THE NATURE OF THE POSSESSION OF EXECUTORS AND TRUSTEES IN THE CHATTELS OF THEIR TESTATORS). TOGETHER WITH A COMPENDIOUS ACCOUNT OF THE RIGHTS, OBLIGATIONS, AND RESPECTIVE LIENS OF ARTIFICERS, AUCTIONEERS, BANKERS, INNKEEPERS, PAWN-BROKERS, SOLICITORS, UNPAID VENDORS, WAREHOUSEMEN, &c., &c. WITH A SUPPLEMENTAL CHAPTER ON PASSENGER CARRIAGE, AND APPENDICES OF INDIAN AND AUSTRALASIAN CASES. By WYATT PAINE, Barrister-at-Law. Sweet & Maxwell (Limited).

A careful perusal of this work satisfies us that it comprises, though it may not exhaust, all the numerous subjects referred to in the title-page. While, however, we are anxious to recognize Mr. Paine's almost encyclopaedic labours, we regret that he has not seen fit somewhat to limit the scope of his treatise by rigidly confining it to the law of bailments properly so called, which is in itself so large a subject that one volume can hardly do full justice to it. Had the author followed the course suggested he would have diminished the bulk of his work without, in our opinion, impairing its utility. However, subject to this (perhaps) hypercriticism, we have very little but praise to bestow upon the volume before us, which displays throughout its pages scholarship and legal acumen of no mean order. The author is obviously well equipped for his task, and, being always sure of his ground, is not hampered by "literary timidity," but boldly gives his opinion on various moot points which still await final solution.

The whole treatise is divided into two main parts—namely, "Gratuitous Bailment" and "Bailments for Valuable Consideration." Each of these parts is itself subdivided into a variety of what may be termed unnumbered chapters, in which, in logical sequence, the different kinds of bailment are adequately and lucidly discussed, though some of the rather lengthy sentences in which the author occasionally indulges might, we think, with advantage, be

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replaced by short and pithy phrases, more easy of immediate comprehension and more capable of impressing the memory. Reference is made, throughout the work, to a multitude of authorities, which have been carefully selected, and which, we notice, comprise some of the leading Australian and Indian decisions pronounced by the Privy Council. Of the 416 pages of text, no less than 151 are absorbed by a detailed exposition of the law affecting carriers by land and sea. Included therein are some really excellent notes to the various sections of the Carriers' Act, and also a short chapter devoted to the subject of the carriage of passengers travelling by land and sea, which, however, as the author himself admits, does not, strictly speaking, concern the law of bailments.

The usual tables precede the text of the work, that in which the contents are displayed being more than ordinarily explicit and detailed, while the cases cited occupy no less than three separate tables, entitled, respectively, "Cases of United Kingdom," "Australasian Cases," and "Indian Cases." At the end of the volume two appendices are given containing summaries of the Australian and Indian laws of bailment as prescribed by statutes and decided cases. There is also a fairly good general index (60 pages in length). The number of its titles should, however, we think, be somewhat increased. Moreover, we suggest that the extremely lengthy title "Carrier" might, with advantage, be subdivided, and some of its contents relegated to such fresh titles as "Charter-party," "Common Carrier," "Carriers Act," &c., &c. On the other hand, the title "Railway Company" is certainly capable of considerable amplification and should at least be provided with cross-references to the following titles—namely, "Carrier," "Cloak Room," "Passengers' Luggage," "Passengers," and "Tolls and Charges." Besides the general index, there are separate indices to the Australian and Indian appendices respectively. These latter should, in our opinion, be printed on different coloured paper, or else in different type, so as to prevent their being, in the hurry of reference, confused with the general index, from which, at present, they are distinguished only by independent headings which are apt to escape notice.

LEGAL BALLADS.

A BAR-LAMB'S BALLAD BOOK. By EVELYN UNDERHILL. Kegan Paul, Trench, Trübner, & Co. (Limited).

This clever and diverting collection of "skits" has only one fault: there is too little of it. The verses are so good and the humour is so quaint that one reaches the end of the book longing for more. We have, first of all, a rhymed version of *Jones v. Lock* (L. R. 1 Ch. 27), the case where a happy father put a cheque into the hands of his infant son with the remark "I give this to baby for himself," took the cheque back, put it away, and shortly afterwards died; with the result that the gift was held invalid. The Bar-Lamb's narrative, which is mainly "supplemental and intended to be read as annexed" to the authorized report, supplies the domestic details which are lacking in that version of the case; following the "outraged infant" plaintiff on his journey home from court after the decision; giving his *obiter dicta* on the way, and recording his impressions in after-life of the result of the case. The lines on *Shelley's* case are excellent. After pointing out that if the word "heir" (in the singular) had been used in the limitation "This horrible case would have probably never arisen, And the burdens of law students thereby had been greatly diminished," the writer explains the dire result of the superfluous S, and proceeds:

"But Heirs, taken as a tribe,
Are, in the Vulgar Tongue,
'A different pair of shoes altogether.'

Vague,
Nebulous,
Evasive,

Dimly perceived through a philoprogenitive mist.

Moreover, they may not even be descendants:

They are sometimes your Maiden Aunt,

Or the Cousin that you particularly object to,

They may also be your Step-brother's Son,

Or, very occasionally, your Grandmama.

Therefore a beneficent Law which deals in facts, and never

(Or hardly ever)

In abstractions,

Refuses to limit an Estate

To anybody's heirs for ever;

With the delightful result that A obtains the Fee Simple."

The verses entitled "A Vision of Judgment" are perhaps the best in the book, and show real poetic power. We hope we may hereafter have a further instalment of ballads by the Bar-Lamb.

EQUITY.

LEADING CASES IN MODERN EQUITY. By (the late) THOMAS BRETT, LL.B., Barrister-at-Law. FOURTH EDITION. By JOHN DAVENPORT ROGERS, Barrister-at-Law. William Clowes & Sons (Limited).

We are glad to see a new edition of this very convenient

epitome of cases illustrating the modern development of the doctrines especially applied in the Chancery Division. A selection of leading cases in the ordinary sense it is not—that is, it contains no cases reproduced from the reports in full. A leading case in the late Mr. Brett's book is a case which merits the honour of being shortly stated in large type. The subject of the case is then exhaustively discussed in a note which introduces references to the subordinate cases. Thus *Thorne v. Heard* (1895, A. C. 495) is given as the leading case on the application of the Statute of Limitations to trustees by virtue of the Trustee Act, 1888, and in the note will be found a very carefully made collection of the numerous cases on the subject which have accumulated during the last few years. Among other leading cases which the reader will find treated in a similar manner we may notice *Aylesford v. Morris* (L. R. 8 Ch. 484) on relief to "expectant heirs," incorporating a note on the Money-lenders Act, 1900, the operation of which is really restricted to cases within the equity doctrine, *Barnes v. Addy* (L. R. 9 Ch. 244), the notes to which summarize the cases in which persons having dealings with trust estates have been held or not held liable as trustees; *Ex parte Odell* (10 Ch. D. 76), on transactions which in reality, though not in form, are bills of sale; and *Salt v. Marquis of Northampton* (1892, A. C. 1) on clogs upon the equity of redemption, a frequent source of litigation in recent times. On the subject-matter of these and many other "leading cases," Mr. Rogers has compactly given the gist of a great number of relevant decisions, and the book in its present form is likely to be of much practical use.

BOOKS RECEIVED.

Company Precedents for Use in Relation to Companies subject to Companies Acts, 1862 to 1900. Part I. arranged as follows: Promoters, Prospectuses, Underwriting, Agreements, Memoranda and Articles of Association, Private Companies, Employes Benefits, Notices, Resolutions, Certificates, Powers of Attorney, Banking and Advance Securities, Petitions, Writs, Pleadings, Judgments and Orders, Reconstruction, Amalgamation, Special Acts. With Copious Notes and an Appendix containing Acts and Rules. Eighth Edition. By FRANCIS BEAUFORT PALMER, Esq., Barrister-at-Law, assisted by the Hon. CHARLES MACNAGHTEN, K.C., and FRANK EVANS, Esq., of Lincoln's-inn, Barrister-at-Law. Stevens & Sons (Limited). Price £1 16s.

Procedure of the Supreme Court relating to Firms, Corporations Proper, Companies Incorporated by Special Act, Registered Companies, Companies formed by Letters Patent, Cost Book Mining Companies, Foreign Companies, Building, Friendly, Industrial and Provident, Literary and Scientific and Loan Societies, Clubs, and Charitable Institutions. By R. E. ROSS, LL.B. (Lond.), of the Central Office, Royal Courts of Justice. Sweet & Maxwell (Limited).

Conditions of Contract relating to Building Works. By FRANK W. MACEY, Architect. Revised as to the strictly legal matter by B. J. LEVERSON, Barrister-at-Law. Sweet & Maxwell (Limited); B. T. Batsford.

Gleanings from the Wisdom of Lord Watson. Compiled by R. M. WILLIAMSON, M.A., LL.B., Advocate, Aberdeen. Glasgow and Edinburgh: William Hodge & Co.

The Law Magazine and Review: a Quarterly Review of Jurisprudence. February, 1902. Offices of the Law Journal.

The South African Law Journal. Edited by W. H. S. BELL, Solicitor. November 15th, 1901. Grahamstown: Josiah Slater.

American Law Review. January-February, 1902. Editors: SEYMOUR D. THOMPSON, St. Louis, LEONARD A. JONES, Boston. London: Reeves & Turner.

Mr. Henry Turtton Norton, M.A., has consented to preside at the 42nd anniversary festival of the Solicitors' Benevolent Association, which will be held at the Albion, Aldergate-street, on Tuesday, the 3rd of June.

As many members of the legal profession are graduates of the University of London, they may be interested to learn that the members of the University of London Lodge No. 2033, have held their first meeting in 1902 at Freemasons' Tavern, under the presidency of Dr. Samuel Hague, LL.B., B.A.: Mr. W. R. McConnell, K.C., and Dr. A. E. Sansom, M.D., supporting the chair. After the masonic ceremonies were completed, about twenty-five of the brethren dined together. This lodge is now nearly twenty years old, and numbers amongst its past masters the late Alderman Fowler, Lord Mayor; the late Lord Herschell, Lord Chancellor; the late Dr. Alfred Meadows, M.D., and his Honour Judge Philbrick, K.C. The secretary is Mr. W. J. Spratling; any letters addressed to him at Freemasons' Tavern would receive prompt attention. This lodge is in close touch with the sister University Lodges, the "Isaac Newton," Cambridge, the "Apollo," Oxford, and "University," of Durham.

CORRESPONDENCE.

THE OLDEST ADMITTED SOLICITOR.

[To the Editor of the Solicitors' Journal.]

Sir—Although I left home in the autumn, and am a thousand miles away I do not neglect to read the SOLICITORS' JOURNAL, and as you refer to me by name in your number of the 1st of February, just let me say that, in the absence of notes (which I shall not be able to see for several weeks at least), I believe I am right in stating that Mr. Algernon Field, of Leamington, who took out his sixty-seventh certificate last year, holds the first (or very nearly the first) place as the "Father" of the solicitor branch.

FRANCIS K. MUNTON.

Hotel Beau-Rivage, Nice, Feb. 5.

THE STATUE OF MR. E. W. FIELD.

[To the Editor of the Solicitors' Journal.]

Sir,—The Council of the Incorporated Law Society have recently removed from the hall the fine statue of Mr. E. W. Field, which for more than thirty years has been a prominent object in the hall.

All who knew Mr. Field knew that he was a power in the society, and that his exertions on behalf of solicitors could scarcely be over-estimated. It is painful to me, and I believe to many others who knew him well and appreciated the good work he did, to find that such a slight has been put upon his memory. I understand that none of his sons or relatives were consulted before the removal took place.

The bad taste of this proceeding is unquestionable, and I earnestly hope that the statue may still be replaced in the hall without delay.

A SOLICITOR OF FIFTY-TWO YEARS' STANDING.

[We understand that the statue, together with all the busts, have been removed to the vestibule, because they interfered with the view of the pictures in the hall, and that in the course of rebuilding, the vestibule will be enlarged, and will form a fitting position for the statue and busts.—ED. S.J.]

THE LAND REGISTRY.

[To the Editor of the Solicitors' Journal.]

Sir,—The enclosed correspondence between the registrar and ourselves will, we think, be read with interest.

LEGGATT, RUBINSTEIN, & Co.

5, Raymond-buildings, Gray's-inn, Feb. 11.

The following is the correspondence referred to:

[COPY.]

5, Raymond-buildings, Gray's-inn, W.C.,
5th February, 1902.

Title No. 48,693.

Sir,—On referring to the certificate of registration stamped on the mortgage of the 23rd December, 1901, we notice that the date of your certificate is "2nd January, 1901." This date is, on the face of it, a mistaken one. May we inquire whether there is any system in your office for checking such important certificates before they are signed by the registrar?—Yours truly,

(Signed) LEGGATT, RUBINSTEIN, & Co.

The Registrar, The Land Registry, Lincoln's-inn-fields, W.C.

34, Lincoln's-inn-fields, London, W.C.,
6th February, 1902.

48,693.

Gentlemen,—If you will kindly return the document you refer to, the error, which I regret, shall be corrected.

All possible precautions are taken to secure accuracy, by checking and otherwise, but occasionally an error escapes observation.

Thanking you for drawing my attention to the matter, and apologizing for the trouble you have had.—I am, your obedient servant,

(Signed) C. F. BRICKDALE.

Messrs. Leggatt, Rubinstein, & Co.

NEW ORDERS, &c.

NOTICE.

COLONIAL STOCK ACT, 1900.

(63 & 64 Vict. c. 62).

FURTHER LIST OF STOCKS UNDER SECTION 2.

Pursuant to section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned stocks, registered or inscribed in the United Kingdom:

Trinidad and Tobago.

Trinidad 4 per cent. Inscribed Stock (1917-42).

Trinidad 3 per cent. Inscribed Stock (1922-44).

The restrictions mentioned in section 2, sub-section 2, of the Trustee Act, 1893, apply to the above stocks (see Colonial Stock Act, 1900, s. 2).

Treasury Chambers, 6th February, 1902.

CASES OF THE WEEK.

House of Lords.

LEIGH v. TAYLOR. 6th Feb.

FIXTURES—TENANT FOR LIFE AND REMAINDERMAN—TAPESTRY.

Appeal from the Court of Appeal (Rigby, Vaughan Williams, and Sirling, L.JJ., 49 W. R. 455; 1901, 1 Ch 523). The question in dispute was between the executors of Madame de Falbe, the tenant for life, and the remainderman under her former husband's will as to the ownership of certain valuable tapestries. Madame de Falbe being possessed of these tapestries, had affixed them to the walls of the drawing-room of the house of which she was tenant for life under the above-mentioned will. Those pieces in the drawing-room were fixed as follows: Small slips of wood were fixed in the wood on the walls by means of nails and screws, and over these wooden strips canvas was stretched and nailed, and the tapestries were fastened to these strips and over the canvas by very small tacks, which did not penetrate the strips, white and gold mouldings were fixed round the strips of wood, and the whole formed part of the general decoration of the room. They had been removed with but very slight damage to the walls. Byrne, J., came to the conclusion that they had been annexed to the mansion-house, and therefore passed with it to the persons interested in the settled estates. The Court of Appeal, however, held that the affixing was only for the better enjoyment of the tapestry, and consequently that the tenant for life was entitled.

THE HOUSE (Earl of HALSBURY, L.C., Lords MACNAGHTEN, SHAND, BRAMPTON, ROBERTSON, and LINDLEY) affirmed this decision.

Earl of HALSBURY, L.C., in the course of his judgment, said: According to one principle, if something was made part of a house it must necessarily go the heir, because it was part of the house. Another principle equally clear was that where it was something, though it might be attached in some form or other to the walls, yet was never intended to form part of the realty, and was merely intended for its enjoyment, it was removable, and went to the executor. These two principles appeared to be established from the earliest times, and still remained, and the moment they applied them to particular facts, he agreed that something had changed very much, but, I suspect, not in principle alone, but in the change of the mode of life. The degree in which things can be attached altered. It was manifest they could not lay down any rule which would, in itself, solve the difficulty. You must apply yourself to the particular facts of the case. Here were tapestries worth a great deal of money used for the decoration of the room. Was it conceivable that a tenant from year to year, for instance, would place them up, it might be, in this particular way, so as to make them a present to the landlord? Suppose the tenant intended to remove next year? The tapestries were placed over stretched canvas fixed to the wall by wooden battens. I do not know of any other mode by which they could—one was fourteen feet long—be placed upon the wall. They could easily be removed—in fact, had been removed—without any disturbance to the wall. The tapestries were pictures in another form, and it would be extraordinary if they were intended to be dedicated to the house. I am of opinion that they should not pass with the house for the benefit of the inheritance.

The other noble and learned lords concurring, the appeal was dismissed with costs.—COUNSEL, *Asquith, K.C., Levet, K.C., and Methold*; Norton, K.C., *T. L. Wilkinson, and H. B. Hewood*. SOLICITORS, *Payne, Shaw-Mackenzie, & Lake*; *Hadden, Woodward, & McLeod*; *Randle & Co.*

[Reported by C. H. GRAFTON, Esq., Barrister-at-Law.]

Court of Appeal.

FITZPATRICK v. EVANS & CO. (LIM.). No 1. 4th Feb.

MASTER AND SERVANT—PERSON EMPLOYED BY CONTRACTOR IN COAL MINE—CONDITIONS OF EMPLOYMENT—LIABILITY OF MINE OWNER—"WORKMAN"—EMPLOYERS AND WORKMEN ACT, 1875 (38 & 39 Vict. c. 90), s. 10—EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 Vict. c. 42), s. 8.

Appeal by the plaintiffs from the Divisional Court (Wills and Channell, JJ.) reversing the judgment of the judge of the St. Helens and Widnes County Court. The case is reported in 49 W. R. 491; 1901, 1 K. B. 756. The action was brought by T. Fitzpatrick under the Employers' Liability Act, 1880, and Lord Campbell's Act to recover damages from the defendants, proprietors of a colliery, for the death of his son, who was killed during sinking operations at one of the defendants' pits. The defendants had entered into a contract with one Morris, a "sinker," who agreed to sink and wall the shaft of the said pit. The deceased was employed by Morris as a workman, and was paid by him. The following conditions of employment were (*inter alia*) issued in the defendants' colliery, and were signed by the deceased:—"Record book of persons employed on the conditions undermentioned." "Conditions of employment." Clause 3. "All usual and customary terms and regulations which obtain or exist with respect to the employment of workmen and all other persons employed at the colliery shall remain in full force and effect as part of the contract between the employer and the workmen or other persons employed." "For miners and contractors only." Clause 4. "Every miner and contractor employed at a colliery shall upon engaging any drawer, workman, or other person to work under him, and before employing such drawer . . . require such drawer . . . to obtain a copy of these conditions and inform such drawer . . . that they are the conditions under which persons are

employed at the colliery, and such drawer . . . shall be bound by such conditions." "For drawers and persons working under contractors only." Clause 5. "Every drawer employed by any miner, and every workman or other person employed by a contractor at the colliery, shall, in consideration of being employed at the works, be bound both as between himself and the miner or contractor and between himself and the owner by the terms of the conditions." At the trial Morris stated in evidence that if the certificated manager of the mine had given him an order relating to the work he would have obeyed it, and would have expected his own workmen to do so. It was objected on behalf of the defendants that the deceased was not in their employ. The jury, however, found as a fact that he was in their employ, and they awarded the plaintiff damages. The defendants appealed, relying on the case of *Marrow v. Flimby and Broughton Moor Coal and Fire Brick Co. (Limited)* (1898, 2 Q. B. 588, 47 W. R. Dig. 125). The Divisional Court held that the signature by the workman of the conditions of employment did not make him a "workman" in the service of the defendants within the Employers' Liability Act, 1880, and they entered judgment for the defendants. The plaintiff appealed.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.J.J.) dismissed the appeal.

COLLINS, M.R., said that Morris, who employed the deceased man, was an independent contractor. There were certain conditions of employment in the mine which created privity of contract between those who worked in the mine and the defendants, but they were limited in their application to certain things, and did not turn the men employed by Morris into men employed by the defendants. In his opinion there was no evidence to go to the jury that the deceased man was in the employment of the defendants. The case was covered by *Marrow v. Flimby and Broughton Moor Coal and Fire Brick Co.* It was sought to distinguish that case on the ground that there the conditions were imposed by statute, whereas here the deceased man expressly assented to them by signing them. But if the conditions were known, and the workman came in and worked under them, he would be bound by them in the same way as if he had signed them. In either case he thereby entered into relations which involved some control over him by the mine owners. With regard to the piece of evidence given by Morris as to obeying an order of the mine manager and expecting his workmen to do the same, that was not such evidence as ought reasonably to be left to the jury that the deceased man was in the employment of the defendants.

ROMER and MATHEW, L.J.J., concurred.—COUNSEL, *Montague Lush; Rugg, K.C.*, and *S. H. Leonard*. SOLICITORS, *Charles Russell & Co.; W. Norton Ellen*, for *Edwin Peace*, Liverpool.

[Reported by W. F. BARNY, Esq., Barrister-at-Law.]

RICHARD HOLDEN (LIM.) v. BOSTOCK & CO. (LIM.). No. 1. 8th Feb. SALE OF GOODS—CONTRACT TO SUPPLY INVERT SUGAR FOR BREWING—ARSENIC—BEER DESTROYED IN STOCK—MEASURE OF DAMAGES.

Appeal by the defendants asking that the damages entered against them at the trial, which took place at the Manchester Assizes in February, 1901, before Bigham, J., without a jury, might be reduced by £350. The facts were these: The plaintiffs, a firm of brewers at Blackburn, had purchased from the defendants, sugar refiners at Liverpool, invert sugar which on analysis proved to contain arsenic. This sugar had been employed in the manufacture of a large quantity of beer, which consequently had to be thrown away, and the plaintiffs sued for the value of the beer so spoiled, for certain expenses, and for loss of business. The damages were set out in the statement of claim and in the particulars under various heads, and at the trial Bigham, J., entered judgment for the plaintiffs with damages amounting in the aggregate to £1,980. The defendants appealed and contended that two of the heads of damages had been improperly allowed, and they asked that as regards these two items judgment should be entered for them. The first was £50, cost of printing and advertising notices as to the change of brewing materials, and the second was a sum of £300, being the amount of profits which the plaintiffs would have realized by the sale of the beer they had in stock and which had to be thrown away. The facts that gave rise to this question depended upon certain admissions made at the trial. It was ultimately agreed that the value of the beer destroyed in the hands of the plaintiffs for the purpose of sale was £1,800 of which the cost of production of the beer was agreed to be £1,500 and £300 the profits, that the plaintiffs would have made on sale. It was contended on behalf of the defendants that inasmuch as the beer to which these figures related, and which was in stock in the plaintiffs' brewery at the time of the discovery of its poisonous character, plaintiffs' damage must be limited to £1,500 on the ground that that was the cost to them of replacing the beer and they would earn £300 on its sale. For the plaintiffs it was contended that *prima facie* under ordinary circumstances the damage to them was the value in the market of the beer which would have to be purchased to replace that rendered useless by the defendants' breach of contract. If the net value of the beer destroyed was, as admitted, £1,500, and that sum alone was paid them, they could not buy on the market for that sum beer which they could sell for £1,800, whereas they could have sold the beer in stock which had been destroyed for that amount. It was therefore wrong to say that by paying the larger amount they, the plaintiffs, would make a profit twice over, and if only the net value—the actual cost of production—was the measure of damages allowed, the brewer would have to brew twice for one profit, and assuming that it took a month to brew again the 28,000 gallons destroyed, one month of the working life of the brewery was thrown away and they would have to brew twice for one profit.

THE COURT (LORD ALVERSTONE, C.J., COLLINS, M.R., and MATHEW, L.J.J.), having taken time to consider, gave judgment, dismissing the appeal.

LORD ALVERSTONE, C.J., said as to the first point they were clearly of

opinion that the item of £50 was properly included. The general principle was that the plaintiff was entitled to any damages which in the opinion of a jury were the natural consequence of the breach of contract. No damages for general loss of business were given, but they thought that in such a trade as the plaintiffs, on the happening of such an occurrence—namely, their having sent out to various customers beer which had to be destroyed, to advertise so as to minimize any possible loss of business was a reasonable step, the cost of which having been *bona fide* incurred by the plaintiffs with that object, they were entitled to recover from the defendants. They also thought that Bigham, J., was right in allowing the plaintiffs the £300 over and above the net cost of making beer to replace that thrown away. The measure of damages under such circumstances was not the mere money which he would have to spend in order to reproduce the spoiled article, but the value to him of that article, as he possessed it on the day when it had to be destroyed, because in the absence of any special circumstances the ordinary and proper measure of damages was the market price of the article lost on the day on which it had to be replaced. It made no difference that in this case the plaintiffs were the makers themselves of the article which had had to be destroyed owing to the breach of contract on the part of the defendants, and Bigham, J., having estimated this head of damage on the right basis, the appeal failed.—COUNSEL, *Horridge, K.C.*, and *Greer; Fletcher Moulton, K.C.*, *Shee, K.C.*, and *E. Sutton*. SOLICITORS, *Feld, Roscoe, & Co.; Woodcock, Ryland, & Parker*.

[Reported by HASKINS REID, Esq., Barrister-at-Law.]

J. & J. CASH (LIM.) v. JOSEPH CASH. No. 2. 7th and 8th Feb.

TRADE NAME—SAME NAME—GOODS OF SAME CLASS—LIKELY TO DECEIVE THE PUBLIC—INFUNCTION.

This was an appeal from a decision of Kekewich, J. In April, 1895, the plaintiffs purchased the business of the old-established firm of J. & J. Cash, of Coventry, who were manufacturers of frillings and other textile goods. The defendant, Joseph Cash, was one of the vendors of the business and became one of the directors of J. & J. Cash (Limited). By an agreement made between the vendors and the company, the company purchased the said business and the exclusive right to use the names of "J. & J. Cash" and "Cash's frillings." In December, 1898, the defendant resigned his directorship in the said company. In May, 1899, the defendant formed a limited company called Joseph Cash (Limited) for the purpose of carrying on at Coventry the business of manufacturer of frillings, tapes, and other textile goods. The plaintiff company protested and the defendant gave an undertaking not to proceed with the company. Subsequently the defendant commenced to carry on business at Coventry of the same kind as the plaintiff company's business, under the name of "Joseph Cash & Co." The plaintiffs thereupon commenced this action and claimed an injunction to restrain the defendant from carrying on business under the name of "Joseph Cash & Co.," or under any name in which was included the word "Cash," as part thereof, or under or in any other name or manner likely to mislead or deceive the public into the belief that the business of the defendant and the goods manufactured by him were the business or goods of the plaintiffs, or that the defendant was carrying on the business of a manufacturer or seller of frillings or woven names or initials under the name of Joseph Cash & Co., or under the name of Cash, and from carrying on any such business under any name or in any manner so as to mislead or deceive the public into the belief that the business of the defendant, or the goods manufactured or sold by him, were the business or goods of the plaintiffs, or that the defendant was carrying on the business formerly carried on by Messrs. J. & J. Cash at Coventry. The defendant appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.J.J.) varied the order of the court below, and in effect allowed the appeal. The order of the court as varied was that the defendant be restrained from using the word "Cash" without taking reasonable precautions to distinguish his business and goods from the business and goods of the plaintiff company.

VAUGHAN WILLIAMS, L.J., said: The case is now disposed of, but I should like to add a few words on the point raised. It may be that a trade is of such a nature that the goods manufactured are indissolubly connected with a particular name or business. But even if that is so, there never has yet been a case in which an order has been made to restrain a man altogether from carrying on a trade in his own name. In every case the order of the court has been to prevent the goods of the defendant from being confounded with those of the plaintiff. It seems to me, therefore, that the order of Kekewich, J., went too far, and that the present order goes as far as it is possible to go.—COUNSEL, *Hugo Young, K.C.*, and *Clare; Sergeant*. SOLICITORS, *Mackrell, Maton, Godlee, & Quiney*, for *Wragge & Co.*, Birmingham; *Maddocks & Colson*, for *H. Maddocks*, Coventry.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

HUSEY v. LONDON SUPPLY CORPORATION (LIM.). No. 2. 5th Feb. ELECTRIC SUPPLY—ARREARS DUE TO ELECTRIC SUPPLY CORPORATION—RECEIVER—OCCUPIER—ELECTRIC LIGHTING ACT, 1882 (45 & 46 VICT. c. 56), s. 19—ELECTRIC LIGHTING ORDER CONFIRMATION (No. 2) ACT, 1889, CLAUSE 47.

This was an appeal by the defendants against an interlocutory injunction granted by Kekewich, J., restraining the defendants from cutting off the supply of electric current from their mains to premises known as the St. Ermin's Hotel, situate in Victoria-street, Westminster. The defendants

had entered into a contract with a company known as the St. Ermin's Hotel Co. (Limited) to supply the premises in question with electric light. A debenture-holders' action was subsequently brought against the company and an order was made in the action appointing a receiver and manager and directing that the receiver should be let into possession of the premises. At the time when the receiver entered into possession of the premises a debt of £437 for electricity supplied was due from the company to the defendants. The defendants required the receiver to undertake to pay this debt. The receiver declined to do this. The defendants then threatened to cut off the supply of electricity, whereupon the receiver brought the present action for an injunction. Kekewich, J., held that the plaintiff was an "occupier" within the meaning of the provisional order scheduled to the Electric Lighting Order Confirmation (No. 2) Act, 1889, and that the defendants were not entitled to cut off the current pending an application by the receiver for a supply. The order was made upon the undertaking of the receiver to make such application, and to enter into a new contract as required by section 47 of the provisional order, and the injunction was granted until the undertaking should be complied with. By the Electric Lighting Act, 1882, s. 19: "Where a supply of electricity is provided in any part of an area for private purposes, then, except in so far as is otherwise provided by the terms of the licence, order, or special Act authorizing such supply, every company or person within that part of the area shall, on application, be entitled to a supply on the same terms on which any other company or person in such part of the area is entitled under similar circumstances to a corresponding supply." By section 21: "If any local authority, company, or person neglect to pay any charge for electricity or any other sum due from them to the undertakers in respect of the supply of electricity to such local authority, company, or person, the undertakers may cut off such supply, and for that purpose may cut or disconnect any electric line or other work through which electricity may be supplied, and may, until such charge or other sum, together with any expenses incurred by the undertakers in cutting off such supply of electricity as aforesaid, are fully paid, but no longer, discontinue the supply of electricity to such local authority, company, or person." By the Electric Lighting Order Confirmation (No. 2) Act, 1889, a provisional order granted by the Board of Trade to the defendants in that year was confirmed. Clause 47 of that order provided that the undertakers (that is, the defendants) should, "upon being required to do so by the owner or occupier of any premises situate within fifty yards from any distributing main of the undertakers . . . give and continue to give a supply of energy for such premises in accordance with the provisions of this order . . . subject to the conditions following" (*inter alia*): "Every owner or occupier of premises requiring a supply of energy shall 'serve a notice upon the undertakers specifying the premises in respect of which such supply is required,' the maximum power required and the day on which the supply is required to commence; and 'enter into a written contract with the undertakers (if required by them so to do) to continue to receive and pay for a supply of energy for a period of at least two years of such an amount that the payment to be made for the same, at the rate of charge for the time being charged by the undertakers for a supply of energy to ordinary consumers within the area of supply, shall not be less than 20 per cent. per annum on the outlay incurred by the undertakers in providing any electric lines required under this section to be provided by them for the purpose of such supply,' and give to the undertakers (if required by them) security for payment. If, after notice by the undertakers, security is not given by the owner or occupier within seven days, or if the security given becomes invalid or insufficient, 'the undertakers may, if they think fit, discontinue to supply energy for such premises so long as such failure continues.'" The defendants appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—If the indorsement on the writ in this action is looked at, it is obvious that the plaintiff's claim is made on the basis that the contract between the defendants and the St. Ermin's Hotel Co. is still a subsisting contract. But when he came before Kekewich, J., the receiver took up the position that the occupation of the hotel by the company had come to an end, and that there was a new occupation by him. I will assume that this contention was right, and that the occupation by the hotel company had come to an end and that the receiver was a new occupier. If that is so, in my judgment the receiver was not entitled to any supply of electric light unless and until he made a new contract with the defendants. On the other hand, if it were supposed that the old contract continued in force and the supply of current continued under it, there can be no doubt that the defendants were entitled to cut off the supply of electricity because of the default that had been made by the hotel company under the old contract. Under those circumstances, whichever way the case is put, it was not right to grant this injunction restraining the defendants from cutting off the electricity. Whether it is assumed that the old contract continued or that there was a change of occupation, in neither case ought the defendants to be restrained from exercising their legal rights. There has been a long argument whether section 47 of the provisional order applies to anything else than the first contract for the supply of electric energy. I do not propose myself to decide how that may be. There are many cogent reasons which may be urged to shew that section 47 is a section of general application, but I will not shut my eyes to the fact that arguments can be advanced to the contrary. But whether or no section 47 is of general application it is plain that under the Act of 1882 no one is entitled to demand a supply of electric energy unless and until he has entered into a contract with the company which supplies it. In my opinion this is implied by section 19 of the Act, and section 20 is also drawn on the basis that there is a contract in existence. The result is, therefore, that the receiver is not entitled to any supply of electricity unless and until

he has made a contract with the defendants. He has made no contract, and so long as that is so he is not entitled to have the defendants restrained from cutting off the supply. If there has been no change of occupation and the hotel company is still in occupation of the premises, *a fortiori* the defendants ought not to be restrained. It is said that the object of the defendants in insisting on cutting off the supply unless and until a contract is made is to compel the receiver to pay this debt of £437, which the debenture-holders are not liable to pay. Supposing that is the object of the defendants, still they have a right to say that they will cut off the supply until a new contract is made, and if the debenture-holders would rather pay the arrears under the old contract than keep the hotel in darkness, so much the better for the defendants. They are entitled to exercise any legal right they have, and the question of their motives in doing so has nothing to do with the question of law which we have to decide here.

STIRLING, L.J.—I agree. This action is based on a legal right and not on any equity. The plaintiff is bound, therefore, to shew that he has that legal right. Probably he could enforce the old contract with the defendants, but then, unless he pays the arrears due, the defendants can cut off the supply. He objects to that, and will have nothing to do with the old contract. It is not for me to say whether he can be compelled to carry out that contract. The only other way in which the plaintiff has a right to a supply of electricity is as an occupier of the hotel. His title arises under the provisional order of 1889 or the Act of 1882. *Prima facie* the meaning of section 47 of the order is that whoever desires to obtain a supply must comply with the conditions contained therein; or must give notice and enter into a written contract with the undertakers. It may be that the wide language of that section ought to have a narrower interpretation, though I am not satisfied on this point. But I agree with Vaughan Williams, L.J., as to the effect of section 19 of the Act of 1882, and that the receiver is not entitled to a supply of current until he has entered into a contract with the defendants. Consequently there is no ground for the injunction.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSEL, P. O. Lawrence, K.C., and Cartmell; Warrington, K.C., and Mitchell, SOLICITORS, Diacon, Gibson, Medcalf, & Marriott; G. J. R. Stammers. [Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re BENJAMIN. NEVILLE v. BENJAMIN. Joyce, J. 1st Feb.

WILL—DISAPPEARANCE OF LEGATEE—PRESUMPTION OF DEATH.

The question raised by this summons had reference to the will of David Benjamin, who died on the 25th of June, 1893. By the will, which was made in 1891, the residuary estate was given to trustees upon trust for sale and conversion and to divide the proceeds into as many equal shares as the testator should have children living at his death, each of whom was to receive one such share. The testator had thirteen children, including Philip David Benjamin, who had not been heard of since the 1st of September, 1892. It appeared from the evidence that in August, 1892, he went abroad with a friend for a few weeks' holiday, and that during his absence it was discovered that the books of account between him and S. Blanckensee & Son (Limited), by whom he was employed, shewed a deficiency of between £2,000 and £3,000. A telegram was despatched to him by the firm requesting his immediate return, but not containing any threat or notice that his defalcations were discovered. In compliance with the notice he left Aix-la-Chapelle on the 1st of September, 1892, apparently with the intention of returning to London, but had never since been heard of, and no information had been obtained about his subsequent movements, although many advertisements had been issued and exhaustive inquiries had been made. The money lost had since been made good to Blanckensee & Son by his father, and he was entitled to a sum of about £30,000 under the will. Upon an application for letters of administration of his estate, the Probate Division, on the 14th of May, 1900, granted leave to swear that his death had occurred on or since the 1st of September, 1892, and the letters of administration were subsequently issued. The present summons was issued upon the application of the trustees of the will of David Benjamin, and asked for the determination of the question in what manner the share of Philip David Benjamin ought to be dealt with or disposed of by them. Counsel for the trustees asked for an order allowing them to distribute the fund as if Philip David Benjamin had died before the testator, on the ground that the legal personal representative of the latter had not discharged the burden which was upon him (*Re Walker*, 20 W. R. 171, 7 Ch. App. 120) of shewing that Philip David Benjamin survived the testator. For the administrator of Philip David Benjamin it was urged that the presumption of the court is in favour of life, and not of death; but this presumption might be rebutted by proof of the fact that the person in question had not been seen for seven years, and that his absence was unaccounted for. In the present case the absence could be easily explained, and this being so the presumption of death did not arise: *Boudin v. Henderson* (2 S. & G. 366), *Watson v. England* (14 Sim. 28). In the case of *Re Walker*, if the missing man had been living he could have communicated with his relatives; in the present case there was abundant reason why he should not. It was material that his father apparently thought he was alive: *Re Corbishley's Trusts* (28 W. R. 586, 14 Ch. D. 846). In any case it ought not to be presumed that Philip David Benjamin, who was a young man, predeceased the testator: *Re Phen's Trusts* (18 W. R. 303, 6 Ch. App. 139), *Hickman v. Upvall* (25 W. R. 175, L. R. 20 Eq. 136), and *Re Rhodes, Rhodes v. Rhodes* (36 Ch. D. 586).

Joyce, J.—Under the circumstances of this case Philip David Benjamin must be presumed to be dead, for if he were alive he would have heard of the advertisements. The only question is when he died. The case of

Re Walker shows that the onus of proof is upon his legal representative to show that he survived the testator, and he has not produced any evidence to discharge it. I think he died before the testator, and soon after his disappearance, and I shall allow the trustees to distribute the estate upon that footing, though I shall not make any declaration that he is dead so as to prevent his representative from making any claim if evidence of his death at any other time be subsequently forthcoming. The form of the order will be: "It appearing that Philip David Benjamin has not been heard of since the 1st of September, 1892, order the trustees to distribute his share on the footing that he died before the testator."—COUNSEL, *Hughes, K.C., and E. Ford; Jessel. SOLICITORS, Emanuel & Simmonds.*

[Reported by J. F. ISKIN, Esq., Barrister-at-Law.]

HUSEY v. GAS LIGHT AND COKE CO. Swinfen Eady, J. 7th Feb.

COMPANY—DEBENTURES—RECEIVER—SUPPLY OF GAS—ARREARS OF GAS RATE—TENANT—GAS WORKS CLAUSES ACT, 1847, s. 16—GAS WORKS CLAUSES ACT, 1871, s. 11—GAS LIGHT AND COKE CO.'S ACT, 1872, s. 18.

This was a motion by a receiver appointed on the 17th of January, 1902, in a debenture-holder's action, against the *Mansions Proprietary (Limited)*, to restrain the defendants from cutting off the supply of gas to a certain hotel and flats comprised in the security (which was in the form of a mortgage by sub-demise) for the non-payment of arrears which had accrued due prior to that date. The defendants had given notice threatening to cut off the supply unless the arrears were paid, and claimed to be acting under section 16 of the Gas Works Clauses Act, 1847. By the order appointing the receiver he was ordered to be given possession of the premises so far as was necessary for the purposes of his receivership. For the plaintiff it was contended that he was a tenant within section 18 of the defendants' special Act of 1872 (set out in full in *Peterson v. Gas Light and Coke Co.* (1896, 2 Ch. 476)), which provides that where a consumer leaves the premises without paying the rate due from him the company shall not require from the next tenant payment of the arrears, but shall, notwithstanding such arrears, supply gas to the incoming tenant on being required by him so to do. It was argued that a mortgagee by demise who goes into possession becomes a new tenant in relation to those whose title is paramount to his own, and that the fact that he takes possession by means of a receiver does not alter his relationship to third parties: *Hand v. Blow* (1901, 2 Ch. 721). The importance of transfer of possession was shown by the two contrasted bankruptcy cases of *Re Smith* (1893, 1 Q. B. 323) and *Re Flack* (1900, 2 Q. B. 32). *Peterson v. Gas Light and Coke Co.* was distinguishable because the order appointing the receiver in that case did not go on to give him possession; he was treated accordingly as a mere custodian and not as a tenant. With regard to the hotel at any rate the plaintiff was in complete possession; he was the occupier as well as the tenant, and, as such, was entitled to a supply under section 11 of the Gas Works Clauses Act, 1871. *Re Marriage, Neave, & Co.* (1896, 2 Ch. 663) and *Richards v. Overseers of Kidderminster* (1896, 2 Ch. 212) were also cited.

SWINFEN EADY, J., after stating the facts, said that as to all the premises other than the hotel it did not appear that the plaintiff had entered into possession; he might receive the rents, but he was not in occupation. It had been suggested that he was entitled to claim as owner, if not as occupier; but there was no section of the Gas Acts entitling an owner to a supply when arrears remained unpaid. It was not disputed that there were large arrears, and that under section 16 of the Gas Clauses Act, 1847, the supply could be cut off. Section 18 of the defendant company's special Act, 1872, contained an exception with respect to incoming tenants. But in his judgment the plaintiff, as regards the premises other than the hotel, was not in the position of an incoming tenant, and was not, therefore, entitled, as such, to a supply of gas without paying the arrears. Neither was he entitled to do so as owner or occupier. As pointed out by Lindley, L.J., in *Peterson v. Gas Light and Coke Co.* (at p. 483), section 11 of the Gas Works Clauses Act, 1871, which entitled an owner or occupier to demand a supply of gas, and section 16 of the Act of 1847, which enabled a gas company to cut off the supply if the rate was in arrear, must be read together. The right of an owner to require a supply did not extend to a case in which the gas rate in respect of the same premises was in arrear. With respect to the hotel it had been argued that for the purpose of carrying on the hotel the receiver must be in possession. But even assuming that he had entered into possession, that was not enough. It was true that in *Peterson v. Gas Light and Coke Co.* the order did not give possession to the receiver. But the true position of a receiver was pointed out in that case, and the mere fact that in the present case he was ordered to be given possession did not sufficiently constitute him a tenant within section 18 of the special Act of 1872 so as to entitle him to a supply. The motion was accordingly dismissed.—COUNSEL, *Ere, K.C., and C. T. Mitchell; Danckwerts, K.C., and Austen-Cartmell. SOLICITORS, B. J. R. Stammers; Bedford, Monier-Williams, & Robinson.*

[Reported by H. L. ORRISTON, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

DAVIS v. STODDART. Darling, J. 21st Jan.

GAMING—BETTING—OFFICE USED FOR BETTING—NEWSPAPER COUPON COMPETITION FOR NAMING WINNERS OF HORSE-RACES—RESCIPT OF MONEY AS A DEPOSIT ON A BET—ACTION BY DEPOSITOR TO RECOVER NAME—GAMING ACT, 1845 (8 & 9 VICT. c. 109), s. 18—BETTING ACT, 1853 (16 & 17 VICT. c. 119), s. 5—GAMING ACT, 1892 (55 & 56 VICT. c. 9), s. 1.

Further consideration. The plaintiff in this case sued the defendant, Mrs. A. J. Stoddart, to recover the sum of £127 10s. 8d., paid by him in connection with coupon competitions organized by the defendant and carried on at Red Lion-court, Fleet-street. The action was brought under

section 5 of the Betting Houses Act, 1853, which provides that any money received by a person carrying on a business prohibited by the Act shall be deemed to be money received for the use of the person paying it and shall be recoverable. By section 3 of the Act the owner or occupier of any house, office, room, or other place, or a person using the same for purposes prohibited by the Act, is made liable to a fine or imprisonment. The jury found that the defendant was the occupier of the premises in question, that she was using the premises within the meaning of the Act, and that she received money from the plaintiff on the terms alleged in his statement of claim. On behalf of the defendant it was, on further consideration, contended that section 5 of the Betting Houses Act, 1853, had been impliedly repealed by the Gaming Act of 1892. Sections 4 and 5 of the Betting Houses Act, 1853, coupled with the decision in *R. v. Stoddart* (49 W. R. 173; 1901, 1 K. B. 177), showed that the contract in the present case was one of gaming and wagering. The Act of 1892, s. 1, said "that any promise, express or implied, to pay any person any sum of money paid by him, under or in respect of any contract or agreement rendered null and void by the Act of the 8th and 9th Victoria, c. 109, or to pay any sum of money by way of commission, fee, reward, or otherwise in respect of any such contract, or of any services in relation thereto, or in connection therewith, shall be null and void, and no action shall be brought or maintained to recover any such sum of money." This contract was rendered null and void by 8 & 9 Vict. c. 109. The Act of 1853 created an exception permitting an action to be brought in the particular case it referred to. Then came the Act of 1892, which in effect said that all contracts by way of gaming and wagering should be null and void. Consequently the provisions of section 5 of the Act of 1853 were repealed. Therefore, no action of this kind could now be brought. There was a further point which had never been the subject of judicial consideration before. It was not taken in the case of *R. v. Stoddart*. It was that the transactions in the present case were betting transactions and nothing else. Each sum of money sent in by the competitors in the coupon competitions was a deposit on an individual wager. That was a transaction which came within the first part of section 1 of the Act of 1853—namely, keeping a house for the purpose of "persons resorting thereto" for betting. In the present case all the betting was done by correspondence, and so as the course of business was not betting with persons resorting to the house for the purpose the case did not come within the Act. *Reg. v. Brown* (43 W. R. 222; 1895, 1 Q. B. 119), *Read v. Anderson* (32 W. R. 950, 13 Q. B. D. 779), *Tatum v. Reese* (41 W. R. 174; 1893, 1 Q. B. 44), and *Carney v. Plimmer* (45 W. R. 385; 1897, 1 Q. B. 634) were also referred to. On behalf of the plaintiff, it was contended that section 5 of the Act of 1853 said that "such money should be deemed to have been received to or for the use of the person for whom the same was received." The Act of 1892 had no application to this case, nor had section 18 of 8 & 9 Vict. c. 109. The Act of 1892 only carried the statute of 1845 a little further by placing a commission agent on the same footing as a principal under the Act of 1845: *O'Sullivan v. Thomas* (43 W. R. 269; 1895, 1 Q. B. 698). There was no implied repeal of that Act by the Act of 1892, as such a repeal would be contrary to the object with which the latter Act was passed.

DARLING, J., in giving judgment for the plaintiff, said: There would have been no contract to pay the money sued for in this case unless the Act 16 & 17 Vict. c. 119, s. 5, had been passed. That section enacted that the money might be recovered on a statutory contract, because it enacted that the money "shall be deemed to have been received to or for the use of the person from whom the same was received, and such money or valuable thing, or the value thereof, may be recovered accordingly, with full costs of suit in any court of competent jurisdiction." That was not a contract made in the ordinary sense between the parties to the bet at all. The contract of the parties to the bet was a void contract. That being so, this matter would have been perfectly clear and the plaintiff would have been entitled to judgment if, it was contended, it had not been for the Act of 1892. He, the learned judge, did not think that in the present case there was a promise express or implied, which was rendered void by 8 & 9 Vict. c. 109. If it was not that, then this section of the Act of 1892 did not apply at all. The contract now sued upon, a statutory contract, was not a contract either express or implied or in any other way within section 18 of the Act of 8 & 9 Vict. There was no doubt that the Act of 1892 was passed primarily to annul the effect of the decision in *Read v. Anderson*. It was not passed to make betting any easier or that people might carry on a betting business with profit. If he, the learned judge, were to hold that the effect of the Act of 1892 had been to repeal section 5 of the Act of 1853, it would be saying that the Act of 1892 legalized, for the benefit of people carrying on a betting business, the retention in their hands of the money they had received on betting contracts, when it was obvious that the whole intention of the Legislature was precisely the opposite. The case of *O'Sullivan v. Thomas* was in point, and he, the learned judge, was bound to hold as he did having regard to that case. In his opinion, the Act of 1892 had not repealed section 5 of the Act of 1853, and so far as that went judgment ought to be for the plaintiff. Another point had been taken on behalf of the defendant—namely, that under the Act of 1853 there must be some resorting to the premises, and that as in this case the contracts were made by correspondence there was no case. In his judgment that was not a good point. On the words of section 1 of the Act of 1853 there was ample reason for saying that the decisions in *Stoddart v. Hawks* (50 W. R. 93) and *R. v. Stoddart* were right. If the point had been taken in *Stoddart v. Hawks* he, the learned judge, thought the decision would have been precisely the same as it was. He was bound by these decided cases, and on this ground also judgment must be in favour of the plaintiff. Judgment for plaintiff. Stay of execution granted.—COUNSEL, *H. Argy, K.C., and R. Nevill; M. Shearman and G. H. Stelfield. SOLICITORS, Malkin & Co.; W. R. Glaser.*

[Reported by R. G. STEWART, Esq., Barrister-at-Law.]

B. v. PENFOLD. Div. Court. 1st Feb.

CRIMINAL PRACTICE—PREVENTION OF CRIMES ACT (34 & 35 VICT. c. 112), s. 7—EVIDENCE OF PREVIOUS CONVICTIONS.

This was a case stated by the deputy-chairman of the London Sessions as to whether in cases under section 7 of the Prevention of Crimes Act, 1870, a previous conviction can be given in evidence in certain cases in which a previous conviction is part of the charge. The prisoners Penfold and Edwards were convicted at the sessions for being on certain premises in such circumstances as to show that they were about to commit a felony, they being convicted felons, and it being under seven years from the date of their convictions. Counsel for the Crown proposed to call a witness in order to prove the previous convictions, considering that the evidence of the witness was necessary as the offence was not complete without the proof of conviction. Counsel for the defendants objected to the proposed witness, and contended that the evidence should not be given until the jury had given a verdict that the prisoners were about to commit an offence under section 7. They quoted *R. v. Brown* (65 J. P. 136). The defendants, if they had not elected to go before a jury, would have been tried before the magistrate, who would have had the previous convictions before him.

LORD ALVERSTON, C.J.—It appears that there has been some doubt as to the practice in cases under section 7 of the Act of 1871. Some of the subsections of 7 contemplate a set of circumstances amounting to an offence which would be no offence but for the conviction and a certain time not having expired. If these men had been tried before a magistrate the whole story must have been gone into. In my opinion where the offence is statutory it is right that the ingredients necessary to constitute it should be before the tribunal, whatever it is. The practice of the judge was right and the conviction must be affirmed. Our judgment, of course, overrules *R. v. Brown*.

WRIGHT, BIGHAM, RIDLEY, and WALTON, JJ., concurred.—COUNSEL, H. SUTTON. SOLICITOR, *Solicitor to the Treasury*.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

R. v. PIKE. 1st Feb.

EVIDENCE—INDICTMENT FOR MISAPPROPRIATION—STATEMENT IN BANKRUPTCY—24 & 25 VICT. c. 96, s. 85—53 & 54 VICT. c. 71, s. 27.

This was a case stated by Kennedy, J., as to whether a statement made by the bankrupt in the course of his bankruptcy could be tendered in evidence against him. W. G. Pike was tried on the 23rd of December, 1901, charging him under 24 & 25 Vict. c. 96, s. 80, with having unlawfully and wilfully converted and appropriated to his own use certain sums of money of which he was trustee under the will of one William Ayre for the use and benefit of the three children of his brother with intent to defraud. Counsel for the prosecution tendered in the course of the trial the prisoner's statement made in the course of bankruptcy pursuant to 46 & 47 Vict. c. 52, s. 16, and General Rules 217. Counsel for the defence objected to the reception of the evidence on the ground that it was rendered inadmissible by 24 & 25 Vict. c. 96, s. 85, and as amended by 53 & 54 Vict. c. 71, s. 7. Sub-section 2 of the last cited section provides that a statement or admission made by any person in any compulsory examination or deposition before any court of any matter in bankruptcy shall not be admissible in respect of any of the misdemeanours referred to in section 85. The judge overruled the contention, but stated this case. Counsel for the defence contended that the statement was compulsory, and that the word hearing concluded all words leading up to the hearing. He referred to *Green v. Lord Penzance* (30 W. R. 218, 6 App. 657). For the prosecution it was contended that there was a clear distinction between the statement in bankruptcy required by section 16 and the examination of the bankrupt required by the official receiver.

LORD ALVERSTON, C.J., said they were all of opinion that the evidence was admissible. It was tendered in order to prove the receipt by the debtor of certain trust moneys. He thought that the words in sub-section 2 of 53 & 54 Vict. c. 71, s. 27 were intended to protect the debtor where he was cross-examined or where he had made a deposition on which he could be cross-examined. If it had been intended to make the statement part of the hearing different words would have been used. He thought that the statement filed by the bankrupt was not protected by the sub-section.

WRIGHT, RIDLEY, BIGHAM, and WALTON, JJ., concurred.—COUNSEL, LAURENCE, K.C., and Davidson; J. B. Mathews. SOLICITORS, *Solicitor to the Treasury; Dobbs & Hall*.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re KEEN & KEEN. Ex parte BRISTOL SCHOOL BOARD. Wright and Bigham, JJ. 10th and 11th Feb.

BANKRUPTCY—PROPERTY OF BANKRUPT—REPUTED OWNERSHIP—ORDER AND DISPOSITION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 44.

Appeal against a decision of Judge Beresford in the County Court at Bridgwater. The bankrupts, Keen & Keen, were a firm of builders who in 1899 entered into a contract with the Bristol School Board to build a school at Knowle, near Bristol. The contractors were to provide the plant and material and to finish the work in 1901. By clause 10 of the contract it was provided that all plant or materials brought to and left upon the ground should be "considered the property of the school board" and should not be removed without leave of the architect, but that the board should not be answerable for any loss or damage to any such plant lost, stolen, or injured. By clause 30 of the contract it was provided that if the contractors should

become bankrupt or suspend or delay the performance of their part of the contract, then the architect should be at liberty to give notice to the contractors requiring the work to be proceeded with within seven days, and in default of compliance with such notice all plant should be forfeited to the school board. The contractors presented their own petition on the 16th of February, 1900, and on the 21st of February the school board served upon them the notice provided for in clause 20 of the contract, but extended the period of seven days to enable the trustee in the bankruptcy to decide whether he would complete the contract. The trustee eventually disclaimed the contract, whereupon the school board entered upon the land, seized the plant, and completed the work. The trustee moved in the county court at Bridgwater, claiming the plant upon the ground that at the date of the bankruptcy it was in the possession, order, or disposition of the bankrupt with the consent of the school board, who by virtue of clause 10 of the contract were the true owners, under such circumstances that the bankrupt was the true owner thereof. The county court judge decided in favour of the trustee. The school board appealed.

THE COURT (WRIGHT and BIGHAM, JJ.) allowed the appeal, holding that the wording of the contract did not constitute the school board the true owners of the plant, and that the doctrine of reputed ownership did not apply to the case.—COUNSEL, H. RED, K.C., and F. Weatherly; Muir Mackenzie and B. R. Vachell. SOLICITORS, Gamlen, Burdett, & Co., for Brittons, Livett, & Miller, Bristol; Ford & Ford, for Wansborough, Dickinson, & Co., Bristol.

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' MANAGING CLERKS' ASSOCIATION.

The following are extracts from the ninth annual report of the council:—

There are 280 members on the register, thirteen new members joined during the year. As may be expected in an association of this description some members have retired. Others have ceased to be members by reason of their having become practising solicitors, these gentlemen have the best wishes of the Council for their future prosperity in the profession. The regret at having to sever the connection with the association has been sincere and mutual, and with the view of avoiding this severance, notice has been given of a motion for an alteration in the rules, which, if passed by the annual general meeting, will secure to the member all the privileges of the association except of holding office or voting at business meetings.

Associations are being formed in some of the large provincial towns somewhat on the lines of our association but not limited to managing clerks, and with a more extensive scope of objects in connection with the legal profession. This affects us so far as our country members are concerned. The council is in touch with these associations and watches their progress with interest.

Various suggestions for enlarging the objects of the association have received the consideration of the council, but having regard to the limited register of members it has not so far been found practicable to formulate any satisfactory scheme. The council regrets that it has not been able sufficiently to interest the large body of managing clerks who do not realize the importance of maintaining and extending the objects of the association, the status of which is now so fully recognized by the bench, the officers of the court, and both branches of the profession, and who have not yet sought membership with us. Members of the council are constantly asked what are the advantages of joining the association. A statement of the objects the association is appended to this report—and the council is sanguine enough to feel that a careful perusal of it by any managing clerk interested in his own welfare and that of the general body of clerks should at once afford a sufficient answer and carry conviction home. The subscription is not prohibitive, in fact it may be considered almost nominal, having regard to the advantages and privileges afforded. A good deal of unavoidable expense is necessarily incurred in maintaining the same, and dependent as we are upon our subscriptions for our support, this falls heavily upon a limited membership. With an enlarged register more could be done to add to the attractiveness and usefulness of the association, and the council earnestly appeals to every member and to others who may favourably peruse this report to zealously do what lies in their power to forward the objects of the association by assisting to bring in more members.

The lectures have become a special feature of the association's success. The attendance at the lectures has been good, and the lecturers may be well assured that the devotion of their time and learning to the improvement of the members is deeply appreciated, and has been of great benefit and service to them. The practical utility of the subjects and the well-known ability of the lecturers have attracted considerable attention from the Press.

We cannot but feel that the kindly interest which has been so graciously and generously manifested by his Majesty's judges towards the association must do much to elevate the status of the general body of clerks. In this connection we would refer with pleasure to a recently reported case where the right of audience of a managing clerk before one of the examiners of the court was objected to. The examiner allowed the objection and it was referred to the court. The learned judge (who did us the honour of presiding at one of our lectures last session) overruled the objection, and in doing so referred to the capability of managing clerks in gracious and complimentary terms.

The social functions of the association have been well maintained. The dinner was held at the Hotel Cecil, on the 18th of April, when we were honoured by the presence of the Lord Chief Justice of England,

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Mr. W. F. Hamilton, LL.D., K.C., Mr. O. Leigh Clare, M.P., Mr. Roskill, Master Hawkins, the president and secretary of the Incorporated Law Society, Mr. Williamson and Mr. Hill (of the firm of Williamson, Hill & Co.), and others, and among those who had accepted invitations but were unavoidably absent, we would name Mr. W. S. Robson, K.C., M.P., and Mr. H. E. Duke, K.C., M.P. The "Bohemian Concert" was held at the King's Hall, Holborn, on the 2nd of December. Nearly 800 members and friends were present, and we were favoured by the presence of (among others) Mr. Dibdin, D.C.L., K.C., Mr. O. Leigh Clare, M.P., Mr. C. Herbert Smith, LL.D., and Mr. Neville, and a most enjoyable evening was spent.

THE INCORPORATED LAW SOCIETY FOR CARDIFF AND DISTRICT.

The following are extracts from the report of the committee:
Members.—The number of members for the year 1901 was 125, as against 121 in 1900, and there were thirteen subscribers to the library in place of eleven in 1900.

Register.—A register of moneys to be advanced, and loans required on mortgage, and for sale or mortgage of properties in or around Cardiff belonging to clients of the members of your society, was established last year by your committee, and a book was placed in the society's library for entries therein to which members could have access. The committee adopted this as a tentative measure with the view of seeing how it worked. A circular was issued to every member explaining the course to be adopted, both with regard to entries and to inspection of the book and entries were invited. The committee regret that the register has not been found a success, as but three entries were made, and only a few inspections took place. The committee will be glad of any expression of opinion or suggestion at the annual meeting on this subject, as they are anxious to form a register which will be of use to the members of your society without incurring an unnecessary outlay.

The Intermediate Examination.—Your committee dealt with the propriety of shortening the time for presentation of articulated clerks at the Intermediate Examination of the London Law Society, and they are glad that the time can now be shortened.

General Form of Conditions of Sale.—Your committee have been applied to to support a general form of conditions of sale of properties within the area of the societies forming the "Associated Societies." This area is a very extensive one, and your committee after much consideration came to the conclusion that it was undesirable to have such a form.

UNITED LAW SOCIETY.

Feb. 10.—Mr. C. H. Kirby being in the chair.—Mr. A. C. F. Boulton moved: "That this house has no confidence in the present Government." Mr. F. J. Williams opposed. There also spoke: Messrs. A. H. Richardson, J. W. Weigall, Samuel Saw, jun., and J. Wylie. Mr. Boulton replied, and the motion was lost by one vote.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 12th inst., Mr. Robert Cunliffe in the chair. The other directors present being: Messrs. H. Morten Cotton, Grantham R. Dodd, Walter Dowson, T. Musgrave Francis (Cambridge), J. B. B. Gregory, Augustus Helder, M.P. (Whitehaven), Richard Pennington, J.P., R. S. Taylor, Walter Trower, Maurice A. Tweedie, R. W. Tweedie, and J. T. Scott (secretary). A sum of £646 was distributed in grants of relief, nine new members were admitted to the association, and other general business transacted.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 11.—Chairman, Mr. Croom Johnson.—The subject for debate was: "That in the opinion of this House the recent introduction of martial law into Cape Colony was wholly unnecessary." Mr. W. M. Pleadwell opened in the affirmative; Mr. W. O. Barry opened in the negative. The following members also spoke: Messrs. Watson, Koppel, Leggatt, Clifton, Dods, Bishop, Agliouby, Adams, and R. K. Singleton. The opener replied, and on the votes being taken the motion was lost by 21 votes.

LEGAL NEWS.

APPOINTMENTS.

Mr. JAMES HENRY MURKIN CAMPBELL, K.C., Solicitor-General for Ireland, has been elected a Bencher of the Honourable Society of Gray's Inn.

Sir COURTNEY PERBORNE ILLERT, K.C.S.I., C.I.E., has been appointed Clerk of the House of Commons, in the room of Sir Archibald Milman, K.C.B., resigned.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

HENRY LENNOX HOPKINSON and ALBERT MARTIN OPPENHEIMER, solicitors (Hopkinson & Oppenheimer), 10, St. Swithin's-lane, London. Feb. 8.

The said Albert Martin Oppenheimer will continue to carry on the said business at the same address in partnership with Walter Henry Southern, under the style or firm of Oppenheimer & Southern. [Gazette, Feb. 11.]

GENERAL.

The Levée on Tuesday interfered with the sittings of certain judges. The Court of Appeal did not sit before two o'clock. The Lord Chief Justice, Sir Francis Jeune, and Joyce, Swinfen Eady, Walton, and Jelf, J.J., also attended the Levée.

It is stated that Sir Homewood Crawford, who has been City Solicitor since 1885, and was the representative of the Corporation on the Royal Commission on the Government of London in 1892, will, at the proper time, place his services at the disposal of the Court of Common Council in connection with the office of town clerk, now vacant by the death of Sir John Monckton.

The Judicial Committee of the Privy Council resumed their sittings to-day after the vacation. Their list of business, says the *Times*, includes fourteen appeals—namely, from Bengal three, Madras two, New Zealand two, and from Haiderabad, Rangoon, Hong-kong, Cape of Good Hope, Ceylon, Isle of Man, and Jamaica one each. There are also seven judgments to be delivered in appeals argued before the vacation.

That unhappy camel, the Court of Appeal, is, says the *Daily Telegraph*, to receive another addition to its burdens. Loaded already with new trials, interlocutory appeals, and workmen's compensation cases, it is to undertake the hearing of cases stated on questions of law by the board of arbitration to be appointed under the Metropolitan Water Bill. Whether these will be many or few remains to be seen; but this is surely not the season for increasing, even in a trifling way, the duties of the most congested of all tribunals.

Judge Wilmut sat at Lowestoft County Court on Wednesday, says the *Daily Mail*, in a fur overcoat, and apologized for not wearing judicial robes and wig. From experience of that court he was, he said, afraid to do so for fear of catching a dangerous cold. Of sixteen courts in his district, Lowestoft had the very worst accommodation. He had made complaints, but without result, and having now communicated with the Board of Works, he hoped a proper building would be provided. Alderman Adams said the court was a "beastly place," and promised to try to persuade the town council to remedy the evils.

Vagaries of the rules of company promotion have, says the *St. James's Gazette*, been unpleasantly brought before the public of late. Mr. G. F. Emery enlarged upon them in an amusing way at the London Institution, comparing the company promoter in some cases to the butcher watching his sheep fattening for slaughter. There is a very general idea that there is a certain fixed minimum for the capital of limited companies; Mr. Emery explained that the capital could really be as low as 1½d. This enables the number of shareholders to be the requisite one of seven, each holding a farthing share. A valuable moral was given by the story of a prospectus once issued, which only induced the public to subscribe £80. The astute promoter at once declared a bonus of 10 per cent., paid out of his own pocket, and the effect was so exhilarating that he received £3,000 on the strength of it! An effective operation was for the promoter to make a "corner" in his own shares, and then buy more of them than he sold, in which case the broker would be at his mercy.

Lady Harborton writes to the *Times* commenting on the remarks of Mr. Justice Grantham in summing up the case against a man he was trying for stabbing his wife at Saffron Walden. The judge is reported to have said: "The prisoner was justified in believing that she (his wife) had formed an unholy affection for another man. If he had contented himself with boxing her ears, it would only have served her right, for her conduct was enough to drive any man out of his mind." Up to the present, says Lady Harborton, I had always imagined, first, that a man's striking a woman at all was a cowardly act; secondly, that no one is entitled to elect himself judge, jury, and executioner all in one; and, thirdly, that a "box in the ear" (that is, a blow on the side of the head) was a most dangerous form of assault, and unwarrantable under any circumstances whatever. I could shew Mr. Justice Grantham to-day an aged woman suffering from incurable deafness brought on by just such a blow given her in a fit of temper by an irascible husband years ago, which deafness largely incapacitates her from earning her living.

The annual social meeting of the Royal Courts of Justice Temperance Society was held on Tuesday evening at the Inner Temple-hall. Lord Macnaghten presided, and those present included the Archbishop of Canterbury and Mrs. Temple, the Lord Chief Justice, and Mr. Justice Jelf. The chairman said he was a member of a tribunal to which cases were brought from all parts of his Majesty's dominions, and that tribunal had brought before it from a province which was about as large as England and Scotland together a Bill which provided that not a drop of liquor was to be sold there except by druggists, and then only in limited quantities and under very strict regulations. He and his colleagues came to the conclusion that they ought to advise his Majesty that the province had power to pass such a Bill. They gave that advice, and the order was made. He looked forward with the greatest interest to the experiment, and after some time he met a friend who came from the province in question, and who told him that the judgment was considered there to be the greatest joke which had been perpetrated in the province since the province was established, that the government which framed it came in on top of a temperance wave, and in order to redeem rash promises had drawn up a Bill so tyrannical and so inequitable that they believed that no court in the world would pronounce it legal. That Bill would, therefore, never come into operation. He was convinced that the only good

which could be done by legislation was by small measures following each other as public opinion was ripe for them. The Archbishop of Canterbury also addressed the meeting, and there was an excellent musical programme.

In October, 1899, President Kruger issued a proclamation dealing with the question of payment of rent and interest on mortgages while martial law was in force in the Transvaal. The matter has now been dealt with, says the *South African Law Journal*, by the issue of an important proclamation by Lord Milner as Administrator of the Transvaal, dated the 9th of October, 1901, in which, after referring to the proclamation of Ex-President Kruger, and after reciting the fact that it has been made to appear to His Excellency that by the common law of the Transvaal lessees of immovable property are exempted from the payment of rent in respect thereof for the period during which they have been prevented from beneficially occupying such property by reason of war or other unforeseen and unavoidable misfortunes, it is provided as follows: "1. No lessee of immovable property who has the beneficial occupation thereof shall be entitled, under and by virtue of the aforesaid proclamation, dated the 25th of October, 1899, by the President of the late South African Republic, to claim exemption from the payment of rent which shall become due in respect of such property after the date of this proclamation. 2. No person who has passed a mortgage bond, on land or other fixed property, and who has the beneficial occupation thereof, shall be entitled, under and by virtue of the aforesaid proclamation, to claim exemption from the payment of any interest which shall accrue in respect of such bond from the date of this proclamation; or from the date when such beneficial occupation shall have commenced, if the latter date be subsequent to the former; provided always that no action shall be brought or maintained in any of the courts of this colony for the capital sum of such mortgage bond until a date to be notified in the *Gazette*."

The Bank of England give notice that they are authorized to receive applications for £504,000 Nottingham Corporation Redeemable Stock, bearing interest at £3 per cent. per annum, payable half-yearly at the Bank of England, or any of its country branches. Price of issue £96 per cent. The stock is chargeable upon the Borough and District Fund, and the Borough and General District Rate, which latter is unlimited in amount; and also upon the gas, water, and other undertakings of the corporation, and the revenue of their real estates. The loan is required to discharge the present and prospective indebtedness of the corporation for tramways, waterworks, and improvements. A full six months' dividend on the total nominal amount of the stock will be payable on the 1st of May, 1902. The list of applications will be closed on, or before, Tuesday, the 18th of February, 1902.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEWICH.	Mr. Justice BYRNE.
Monday, Feb. 17	Mr. W. Leach	Mr. Pemberton	Mr. B. Leach	Mr. Carrington
Tuesday 18	Mr. Church	Mr. Jackson	Beal	Pugh
Wednesday 19	King	Pemberton	B. Leach	Carrington
Thursday 20	Godfrey	Jackson	Beal	Pugh
Friday 21	Farmer	Pemberton	B. Leach	Carrington
Saturday 22	Gresswell	Jackson	Beal	Pugh
Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINNEY EADY.
Monday, Feb. 17	Mr. Church	Mr. Gresswell	Mr. Godfrey	Mr. Jackson
Tuesday 18	King	W. Leach	Farmer	Pemberton
Wednesday 19	Church	Gresswell	Godfrey	Pugh
Thursday 20	King	W. Leach	Farmer	Carrington
Friday 21	Church	Gresswell	Godfrey	Beal
Saturday 22	King	W. Leach	Farmer	B. Leach

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Feb. 19.—Messrs. DEBENHAM, TENISON FARMER, & BRIDGEWATER, at the Mart, at 2:—**Notting Hill:** First-class Investment in a well-secured Net Rental of £100 per annum for 104 years to run. Solicitors, Messrs. Austin & Austin, London.—**Wallington:** A Freehold Ground-plot of 665 per annum, secured upon two shops and dwelling houses occupying a fine position opposite the "Angel," a few yards from the terminus of the City and South London Railway; with reversion at Lady Day, 1936, to the rack-rentals, estimated at £400. Solicitor, W. B. Styer, Esq., London.—**The Cannon Brewery, Little-road, Fulham** (established in 1881), Freehold Property covering an area of about 25,000 sq. ft. near Earl's Court, West Kensington, and West Brompton Stations. Solicitors, Messrs. McDermid & Hill; Messrs. Birch, Dutton, Harley, & Ryle; and Messrs. Terry, Shercock, & King, all of London. (See advertisements, Jan. 25 and Feb. 1.)

Feb. 19.—Messrs. FOSTER, at the Mart, at 1:—**Wigmore-street and Westbourne-grove:** Freehold Ground-plot of 650 sq. ft. 104 years, with reversion. Hyde-park, Little Sussex-square: Leasehold Shop and Residence, let on lease at £100 per annum, and held for about 31 years at £25. 8 sisters, Messrs. Ford, Lloyd, Bartlett, & Michelmire, London. (See advertisements this week, p. 5.)

Feb. 19.—Messrs. H. E. FOSTER & CHANFIELD, at the Mart, at 2:—**A medium-sized Residence at Kingsbury, Middlesex,** with lodge entrance, and grounds of 2½ acres. Solicitors, Messrs. G. B. Laurence & Co., London.—**Valuable Ground-plot,** with early reversion to rack-rents. Solicitors, J. P. Court Esq.; Messrs. Odfield, Bartram, & Odfield; Messrs. Mason, Son, & Haigh, all of London. (See advertisements, this week, back page.)

Feb. 19.—Messrs. FILLER, HOBBS, BONS, & CARRILL, at the Mart, at 12:—**Freehold Ground-plot of 4300 per annum,** secured on the Battersea depot of Hectors, Limited. The property has a frontage to Park-road, Battersea, of 116 ft. 6 in., a frontage to East-end Dock of 186 ft., and occupies a ground area of about 28,700 square feet.

Solicitors, Messrs. Henderson, Buckle, & Goodman, London. (See advertisement, this week, p. 5.)

Feb. 20.—Messrs. H. E. FOSTER & CHANFIELD, at the Mart, at 2:—

REVERSIONS:

To a sum of £10,081 in Consols; lady aged 78. Solicitors, Messrs. Small & Talbot, Burton-on-Trent, and Messrs. Brakenridge & Edwards, London.

To One-third of a Trust Estate, value £5,772; lady aged 69. Also to One-third of Trust Estates, value £4,838; ladies aged 72 and 62. Solicitors, Messrs. Crussman & House, London.

To Two-ninths and One-third of One-ninth of a Trust Estate, value £3,793; gentlemen aged 84. Solicitors, Messrs. Hooper & Whately, London.

To One-seventh of £3,601 India 3 per Cent. Stock; lady aged 55. Solicitor, Francis A. Joyce, Esq., Newport, I.W.

To One-fourth of £4,218 2½ per Cent. Consols. Also to One-half of a Trust Fund, value £5,000. Solicitors, Messrs. Price & Son, Haverfordwest.

POLICIES for £2,500, £1,000, £1,000, Solicitors, Messrs. Ashley, Lumby, & Co., London.

SHARES. Solicitors Messrs. Tippetts, London. (See advertisements, this week, back page.)

RESULT OF SALE.

Messrs. C. C. & T. MOORE sold, at the Mart, on Thursday: A Leasehold Shop in St. Stephen's-road, Bow, £570; Four Dwelling-houses near, £1,385; Seven Leasehold Houses in Rutland-street and Clark-street, Mile End, £2,880; Freehold Building Site at Limehouse, £570; Three Freeholds in St. George's-street, £1,900; Five Freehold Shops in Commercial-road, £6,280; 436 and 438, Commercial-road, £2,800; Two Houses in Fournier-street, Spitalfields, £2,940; and Two Shops in Middlesex-street, £4,000. Result of sale, £24,765.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRANBLE STEAMSHIP CO. LIMITED.—Petn for winding up, presented Feb 4, directed to be heard at the Town Hall, Cardiff, on March 6. Downing & Hancock, 116, Bute-st., Cardiff & Tilly, West Hartlepool, whose London agents are Crump & Son, 17, Leadenhall-st., solrs for petnrs. Notice of appearing must reach Downing & Hancock, Cardiff, not later than 6 o'clock in the afternoon of March 5.

GROSVENOR SAW MILL CO. LIMITED.—Petn for winding up, presented Jan 30, directed to be heard at Oldham, on March 6, at 10. Watson & Son, 11, Church Lane, Oldham, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 5.

IMPROVED MARTIN'S ANCHOR CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their claims, to John Frederick Evans, at the office of Crawley & Co., 3, Arlington-st., St. James's.

JAMES MEADOWS, LIMITED.—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to Alfred John Downs, Bank Chambers, Parliament-st., Hull. Bates & Mountain, Great Grimsby, solrs to liquidator.

JOURNALIST PRINTING AND PUBLISHING CO., LIMITED.—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to Percy Wood, Maple Durham, Panmure rd., Sydenham. Hays & Co., Clement's Lane, solrs to liquidators.

MIRRO PROPERTIES SYNDICATE OF WEST AFRICA, LIMITED.—Petn for winding up, presented Feb 5, directed to be heard on Feb 20. Lucas & Ward, 6, Eldon-st., solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 19.

UNIVERSITY PRESS, LIMITED.—Petn for winding up, presented Feb 4, directed to be heard on Feb 20. Hannay & Reynolds, 54 and 55, Coleman-st., solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 19.

London Gazette.—TUESDAY, Feb. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLAN & ADAMSON, LIMITED.—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to William Peto 85, Hatton garden. Mayo & Co, 10, Drapers' gdn, solrs for liquidator.

GROSVENOR DAIRIES, LIMITED.—Petn for winding up, presented Feb 6, directed to be heard on Feb 20. Wilde 33, Victoria-st., Westminster, solrs for liquidator. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 19.

NEWCASTLE-UPON-TYNE HOTELS CO., LIMITED.—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Percy F. Ward, 27, Mosley-st., Newcastle on Tyne. Lambert, Gateshead, solrs for liquidator.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

FOR THROAT IRRITATION AND COUGH "Epps' Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 21.

CARTER, REV THOMAS THRELKELSON, Cleric, Berks March 1 Hallows & Co, Bedford row CLARK, WILLIAM, Stamford, nr Richford March 4 Bradshaw & Watson, Fen-church st.

CLEGG, JOSEPH, Littleborough, Lancs. Fuller March 6 Jackson & Co, Rochdale COOPER, JOHN, Hornenden, Kent Feb 15 Buss, Tunbridge Wells COOPER, JOHN, Fyworthy, Devon, Yeoman March 31 Peterson, Holworthy, Devon DARRATT, GEORGE, Blackheath March 25 Saw & Son, Queen Victoria-st. DAVY, ROBERT, Dorechester, Oxford Feb 23 Bellford & Co, Essex, 140 St. DOUG, EVAN JOHN, Gwernyst, Denbigh, Publican Feb 17 James & James, Wrexham EGGLETON, CAROLINE, Sandon, Bucks Feb 23 Clarke & Son, High Wycombe FINCH, ANN, Tunbridge Wells Feb 25 Crisp & Co, Tunbridge Wells GARDNER, JOHN POWELL, Oshill, Warwick, Baker Feb 20 Feltrin, Banbury JACOB, EDWARD, Gower st March 7 Button & Co, Covent gln

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THE SOLICITORS' JOURNAL.

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KENWELL, JOSE, Leamington, Warwick Feb 18. Field & Sons, Leamington.
 LARPERT, SIR GEORGE ALBERT DE HOCHPIED, Bedford May 1. Downe, New Inn
 LAWRIE, JAMES, Belfast, Belfast Feb 21. Bannistyne & Co, Glasgow.
 McHUGH, CHARLES WILLIAM STROGO, Castleford, Yorks Feb 7. Phillips & Briggs,
 Castleford.
 MAUDE, MARY ANN, Stalybridge March 25. Buckley & Co, Stalybridge.
 MORGAN, GEORGE, Hand n, Farmor, or LYDIA LANA MORGAN, West Hampstead 27 Feb.
 Brown, Lincoln's Inn fields.
 MORGAN, WILLIAM, Llandaf, Brecon, Farmer Feb 21. Morgan, Hay, Brecon.
 NIXON, JOHN, Castleton, nr Manchester, Farmer, and SUSANNA NIXON, Castleton Feb 17.
 Osborn, Rochdale.
 NIXON, THOMAS, Newcastle on Tyne, Builder March 8. Stobo & Livingston, Newcastle
 upon Tyne.
 NORFOLK, BENJAMIN, Shepperton, Leeds Feb 20. Crawford, Leeds.
 OAK, JOHN, Sheffield Feb 28. Branson & Son, Sheffield.
 OBOURNE, WILLIAM, Cloethorpe, Confectioner Feb 21. Brown & Sons, Gt Grimsby.
 PAGE, JOHN ELLIOTT, Bedford, Merchant March 17. Watts, Leicester.
 PARKER, JAMES, at Crosby Feb 21. McKinnon & Dixon, Liverpool.
 PEARCE, SAMUEL, Sanderson, Bucks, Farmer Feb 22. Clarke & Son, High Wycombe.
 PETTIT, SUSAN ELIZABETH ANN, Aldeburgh, Suffolk March 1. Southwell & Fry,
 Saxmundham.
 POINTING, THOMAS ISAAC, Howde, Devon, Wills Feb 13. Fox & Whitlock, Bristol.
 PYRUS, JANE, Aysgarth, Yorks March 1. Maughan, Middleham, D O, Yorks.
 REED, THOMAS Cheddington, Bucks, Blacksmith Feb 21. Newton & Calcutt, Leighton
 Buzzard.
 STEPHENSON, WILLIAM EDWARD, Whithy Jan 21. Gray, Whithy.
 STRADDER, the Right Hon AUGUSTA Countess of, Southwold March 5. Cross & Co,
 Halesworth.
 TILLS, ALFRED, Kingston upon Hull Feb 21. Brown & Sons, Gt Grimsby.
 WALKER, JOHN EDWARD, Birmingham Feb 15. Hodgkinson, Birmingham.
 WALTERS, MARTHA, Ashton under Lyne Jan 20. Richards & Hurst, Ashton under
 Lyne.
 WARD, KELITA, Howden, Yorks, Beerhouse Keeper Feb 3. Rhodes, Shersburn in Elmet.
 WILCOCKS, BENNY, Newton Abbot, Devon Feb 28. Baker & Co, Newton Abbot.
 WOODWARD, WILLIAM HENRY ALEXANDER, Hoylake, Chester Feb 28. Inman &
 Campsey, Liverpool.

London Gazette.—FRIDAY, JAN. 24.

ASHTON, THOMAS, Culbeth, Lancs, Publican Feb 12. Dootson, Manchester.
 BAKER, HENRY FOWLER, Kansas USA April 30. Hibbard & Co, Leadenhall st.
 BALL, GEORGIANA, Cheltenham March 1. Griffiths & Co, Cheltenham.
 BOTS, FREDERICK, Bridgewater, Farmer Feb 24. Hagon & Teak, Bridgewater.
 BRADBURY, CHARLES, Withington, nr Manchester March 31. Edith Bradbury, 80, Albert
 rd, Withington.
 BRADSHAW, ANN, Oldham March 1. Smith, Oldham.
 BUTLER, RICHARD, Bradford Feb 20. Firth & Firth, Bradford.
 CAVASY JOHN, MD, Hove Feb 14. Freshfields, Old Jewry.
 CHANDLER WILLIAM, Llangollen, Denbigh April 1. Richards & Sons, Llangollen.
 CORNET, MARY ALICE, Finsbury circus March 10. Ballard & Co, Lime st.
 CROUCH, ALICE MARIA, Sheffield, Beds March 31. Nicholson & Crouch, Shirey st,
 Strand.
 DAILY, AUGUSTINE, Baywater ter, Theatrical Proprietor March 1. Carlisle & Co, New sq,
 Lincoln's Inn.
 DAY, ELIJAH Cheltenham, Chimney Sweeper March 25. Griffiths & Co, Cheltenham.
 DEMISTON, JOHN HUGH, Dewbury, Theatrical Manager Feb 25. Kelly, Liverpool.
 DOB, ABEL LINES, Bardsley, nr Ashton under Lyne, Roller Maker March 1. Whitworth
 & Co, Ashton under Lyne.
 EVERETT, ANNE JANE, Chamberwell Feb 10. Sandilands & Co, Fenchurch av.
 FENWICK, JOHN GEORGE, Gosforth Feb 18. Richardson & Elder, Newcastle upon Tyne.
 GARLICK, MARIA JANE, Malmesbury, Wills Feb 28. Forrester & Mole, Malmesbury.
 GREEN, OAKLEY JOHN, Rumburg, Suffolk, Coachbuilder March 1. Mullens, Halesworth,
 Suffolk.
 HALL, SARAH, Oakworth, Yorks Feb 18. Lister & Turner, Keighley.
 HEIDEMANN, EMIL, Old Broad st May 1. Lyne & Holman, Gt Winchester st.
 HODSON, MARY HANNAH, East Bedford, Notts April 22. Moe & Co, Bedford.
 HOLLAND, JOHN, Southport March 14. W B & P MINOR, Manchester.
 HOLMES, HENRY TUCK, Walton, Norfolk March 1. Fowler & Co, Victoria st,
 Westminster.
 HOPWOOD RICHARD FOGG, Wigan March 1. Smith, Wigan.
 JAY, MARTHA FRANCES, Salisbury Feb 14. Hoddling & Jackson, Salisbury.
 JOHNSON, DAVID, Clapham Common March 10. Miler & Co, Salters Hall st.
 JOHNSON FRANCIS, Knaresborough, Yorks, Pig Jobber Feb 25. Gilling, Knaresborough.
 LAGO, LIEUT COL MORTON, Piccadilly, 20th Hussars March 1. Jones & Co, Liverpool.
 LIME, PETH 8 Milford, Yorks, Farmer Feb 24. Ridgway & Ridgway, Dewbury.
 MALCOLM, WILLIAM HENRY, Hamble with Feb 28. Stow & Co, Lincoln's Inn fields.
 MARBLE, CHARLES, Bournemouth March 4. Rodgers & Co, Shaftesbury.
 MARSH, BENJAMIN JOHN, Northcote rd, Battersea, Butcher Feb 28. Clarke & Co,
 Duncan st, Islington.
 MARTIN, JOHN, Nottingham March 8. Green & Williams, Nottingham.
 MORGAN, JOHN, Bottle, nr Liverpool March 8. Smith, Liverpool.
 MOURN BENITO RODRIGUEZ, Valparaiso, Chile, Merchant Feb 20. Layton & Co,
 Liverpool.
 NEWBOLT, ALFRED, Stamford, Engineer Feb 15. Atter, Stamford, Lincs.
 PALMER, ELIZABETH JANE, Devonport March 1. Gard, Devonport.
 PAYNE, CHARLES ALEXANDER, Birmingham March 1. Hicks, New st, Lincoln's Inn.
 PUGH, THOMAS, MD, Bellosgio, East Grinstead Feb 5. Syper & Sons, New Broad st.
 RINFOLD, WILLIAM, Upper Woodco, Northampton, Bricklayer March 4. Roche,
 Daventry.
 PROSSER, MARY ELIZABETH, Putney Heath Feb 28. Fallows & Rider, Lancaster pl,
 Strand.
 PROTHROCK, CAROLINE, Brompton March 8. Minet & Co, King William st.
 RIBBY, FRANK, Handsworth, Sheffield March 1. Alderson & Co, Sheffield.
 RIBBY, JAMES CARBONATOR, Finchley rd May 1. Clarke & Calkin, John st, Bedford row.
 SLATER, JAMES, Walsall, solicitor March 25. Slater & Co, Darlaston.
 SMITH, DANIEL, Dudley, Worcester Feb 9. Johnson & Marshall, Dudley.
 TEMPLEMAN, THOMAS, Norwell, Notts, Yeoman Feb 28. Hodgkinson & Bevon, Newark
 on Trent.
 THOMPSON, LAVINIA, Wiland, Yorks March 1. Gars d, Todmorden.
 THOMPSON, LOUISE, Oldham Feb 25. Clark & Co, Oldham.
 TOLKIN, ELIZABETH OXLEY, Clifton, Bristol Feb 28. E & E Harley, Bristol.
 TRINDALL EDWIN JAMES, Abingdon, Berks March 1. Graham & Sons, Abingdon.
 VINTER, ROBERT, Baitaire, Yorks, Clerk Feb 18. Stamford & Meechale, Bradford.
 WARDLE, JOHN, Leigh, Lancs Feb 4. Unsworth, Leigh.
 WHITEHOUSE, ALFRED, Weston Park, Hove, Printer Feb 24. Monks, Rosebery gds,
 Clough End.
 WOODS, LOUISE ANN, Gloucester rd, Regent's Park March 8. Elton, Chancery in.
 WHIGHT, THOMAS, Wellington, Somerset Feb 28. J & S P Pope, Exeter.

London Gazette.—TUESDAY, JAN. 28.

AGO, ADAM, Bedford, Physician March 19. Browne & Compton, Warrington.
 BEALE, CHARLES DANIEL, Plaitow Feb 28. Allwater & Lill, Stratford.
 BIRCH, ANNE, King's Heath, Worcester March 23. Cuttill & Son, Birmingham.
 BIRCH, GEORGE, Moseley, Worcester March 26. Cottrell & Son, Birmingham.
 BOOTH, JOSEPH, Rotherham, York, Licensed Victualler March 22. Bradford,
 Rotherham.
 BRIDGE, FANNY MARIA, Englefield Green, Surrey March 15. Paterson & Co, Lincoln's
 Inn fields.
 CAMILL, DAVID FRANCIS SYWELL, Bewick upon Tweed, Doctor Feb 22. Sanderson &
 Weatherhead, Bewick upon Tweed.
 CARR, WILLIAM, Stalybridge, Gas Engineer March 8. Simister, Stalybridge.

COATES, ROBERT, St Helena, Insurance Agent Feb 28. Thomas, St Helena.
 DAVIS, CHARLOTTE ELIZABETH, Brighton March 31. Fraser, Dean st, Soho sq.
 DAVIS, MATILDA, Wiltm, Wills March 3. King, Wiltm.
 DICKINSON, AUGUSTA CHRISTIANA DAVIS, Bournemouth March 15. Peter, Holworth,
 Devon.
 DOBSON, JESSIE, Tunbridge Wells Feb 25. Tatham & Lonsdale, Old Broad st.
 EVANS, MRS SARAH, St Helens, Monmouth March 1. Rees, Cardiff.
 FISHER, CHITTY, Newmarket, Suffolk, Yeoman March 14. Glen & Matthews, Cambridge.
 FRANCIS, SARAH ELIZABETH, Fallowfield, Lancs March 25. Innes, Manchester.
 GALT, JANE ANNIE CATHERINE, St Leonard's on Sea Feb 24. Clarke, Bucklebury.
 GARNSON, JOHN HERBERT, St Kew, Cornwall, Solicitor March 25. Symons, Walsbridge,
 Cornwall.
 GOODWIN, THOMAS, Beer, Devon, Master Mariner March 4. Evans, Seaton, Devon.
 HAMILTON, ABRIDAL HENRY, Ebor Hall, Clonbur, Galway March 1. Malley, Du-Vin.
 HAMILTON, MARY ANN, Ballymool, Denbogue, County Meath March 1. Malley, Dublin.
 HARRIS, SAMUEL, Hastings March 1. Chalinder, Hastings.
 HODGKINSON, JOHN, Crossington Pl, nr Liverpool Wholesale Ironmonger March 13.
 Quiggin, Liverpool.
 HOLMES, HENRY TUCK, Wacton, Norfolk March 1. Fowler & Co, Victoria st, West-
 minster.
 HUMPHRY, LUCY ROBERTSON, Hyde park mans March 25. Jenkinson & Co, Frederick's pl.
 JENNINGS, SARAH ANN, Bristol March 8. Wansborough & Co, Bristol.
 JONES, ANNIE, Chester Feb 24. Sharpe & Co, Chester.
 KEENE, HUGH HAUGHTON, Villiers st, Charing Cross, Metal Broker Feb 24. Bonshaw
 & Co, Suffolk in.
 KELLY, MAJOR HENRY CHARLES THOMAS, Alverstoke, Gosport Feb 28. Stillwell, Pall
 Mall.
 KESSLER, WILLIAM, Manchester Merchant March 27. Hinde & Co, Manchester.
 LADDARD, RICHARD, Mirfield, Boat Bui der Feb 22. Arncliffe & Co, Huddersfield.
 MACDONALD, DOUGLAS JOHN KENNETH, Salisbury, Solicitor March 7. Murray, Clement's
 inn, Strand.
 MILLS, SCAMMAN, and GEORGE MILLS, Gray's inn rd Feb 15. Higge, Staple inn,
 Holborn.
 MORRIS, MRS MARGARET BISCLAIR, Westbourne gds, Hyde Park March 7. Simpson &
 Co, Gracechurch st.
 MUGGLETON, JANE, Cambridge Feb 20. Smart, Cambridge.
 NEWAY, JOHN Smethwick Feb 25. Shakespeare & Co, Oldbury, nr Birmingham.
 OED, CHARLES OYINGTON, Guisborough March 10. Trevor, Guisburgh.
 PARMINTER, DAVID, Linton, Cambridge, Gardener March 14. Ginn & Matthews,
 Cambridge.
 PETER, WILLIAM MURKELL, and MARTHA PETCH, Thorpe, Norwich March 1. Sald &
 Bacon, Norwich.
 PORSO, CHARLES JAMES, Finsbury circus Feb 28. Sydney, Finsbury pavement.
 POTTLE, SUSAN CARTER, Belton, Suffolk March 5. Whitshire & Sons, Gt Yarmouth.
 RATT, GEORGE, Hastings Jan 20. Chalinder, Hastings.
 RATCLIFFE, JAMES, Lutteridge, York, Cattle Food Manufacturer Feb 28. Ridgway &
 Ridgway, Dewbury.
 READ, THOMAS, Little Clacton, Essex March 25. G & W Webb, New Broad st.
 REED, BENJAMIN EDWARD, Limehouse, Builder Feb 24. Snow & Co, Gt St Thomas
 Apostle.
 SAMUEL, MARIA, Hampstead Feb 28. Tatham & Lonsdale, Old Broad st.
 SCOBURN, WILLIAM, Sudbrooke, Lincoln, Farmer March 25. Burton & Co, Stonebow,
 Lincoln.
 SIMPKINS, MARTHA, Liverpool Feb 28. Tibbitts, Liverpool.
 STIRNUP, JANE Bowden, Chester March 25. Whitworth, Manchester.
 TINKER, GEORGE, Leeds Feb 15. Dale & Son, Leeds.
 WARMAN, ALICE, Bromley Feb 25. Attwater & Lill, Stratford.
 WARMAN, WILLIAM JOHN, Bromley Feb 25. Attwater & Lill, Stratford.
 WINTER, ANN, Combe Down, nr Bath March 7. Wilson & Co, Bath.
 WILKINSON, ELIZABETH FRANCES, Wiltm st, Grosvenor pl March 28. Lay & Co, Carey st,
 Lincoln's Inn.
 WILLIAMS, ANN HATTFIELD, Mumbles, Glamorgan March 8. Laversack & Co, Hall
 Young, Margaret, Freshfield, Lancs March 17. Masters & Rogers, Liverpool.

London Gazette.—FRIDAY, JAN. 31.

ADAMS, SARAH ANN, Ashford, Kent March 31. Baker & Nairne, Crawley sq.
 ALDHAM ROBERT HUXLEY, King's Lyne, Solicitor Feb 28. Glander King's Lyne.
 BENNETT, ELIZA MARY, Cheltenham March 1. McLarn, Cheltenham.
 BENSON, JOSEPH HENRY, Burford, Oxford March 25. Brown, Burford.
 BRYSTAN, JULIUS ALFRED, Suffolk st, Pall Mall, Solicitor March 15. Bortman, Suffolk
 st, Pall Mall.
 BLAINY, MARY ANN, Writcheshall, Worcester March 25. Marcy & Co, Bewdley.
 BOND, FREDERICK WILLIAM, Dorset sq March 17. Hollands & Co, Mining in
 Brook James, Ashwell, Herts, Farmer March 11. Smith, Sandy, Beds.
 CANNWELL, CATHERINE TURNER, Southport March 1. Woodcock & Co, Wigan.
 CATERALL, SMITH, Blackpool March 3. Collis, Blackpool.
 CATTLEY, CHARLES EDWIN, Manchester Feb 28. Grundy & Co, Manchester.
 CAUGHT SUSANNA, Ramsgate March 6. A O & Th Daniel, Ramsgate.
 CHILD, HANNAH, Gt Yarmouth Feb 6. Burton & Co, Gt Yarmouth.
 CLAYTON, SARAH ANN, Woolley, nr Stockport Feb 11. Smith & Sons, Hyde.
 COOPER CHARLES, Clifton on Teme, Worcester, Farmer March 15. Marcy & Co,
 Bewdley.
 COXHEAD, FREDERICK, Gt Stanmore March 1. Tinkner, Gray's inn sq.
 DAVIS, CHARLOTTE ELIZABETH, Brighton March 31. Fraser, Dean st, Soho sq.
 DE TRAFORD, MAJOR WILLIAM WALTER, Malvern Link, Worcester March 10. F & H
 Corbett, Worcester.
 DONAGAN, RICHARD, St John's Wood March 15. Aston, Edgware rd.
 EMBURY, HERMAN LOUIS, Anceley, Commission Merchant March 3. Wells & Sons,
 Paternoster row.
 ERNILL, FRED, Manchester, Agent Feb 4. Chapman & Brooks, Manchester.
 ESCOTT, WILLIAM, Bampton, Devon, Baker March 15. Fox & Co, Falmouth.
 FLACK, THOMAS BUTTON, West Dulwich, Produce Merchant April 1. Lamb & Co,
 Ironmonger in.
 FORD, WILLIAM FLOWER, Walsome, Somerset March 1. Smith & Burrough, Walsome.
 FOWLER, DONAGAN ELIZABETH Lady, Queen's gate, Kensington Feb 28. Jennings &
 Finch, Gray's inn sq.
 GIBSON, CHARLOTTE ISABEL, March 15. Simpson & Co, Liverpool.
 GLADALL, ANN CALVELEY, Ebbw vale, Derby Feb 28. Crookson, Wigan, Cumberland.
 GORDON, WILLIAM FRANCIS, Lichfield March 18. Russell, Lichfield.
 JONES, EDWARD, Walsborough grove, Fallowington March 14. Hammond & Richards,
 Lincoln's Inn fields.
 JONES, JOHN, Rye, Devon, Dublign March 1. Kenrick, Rye.
 KETTERWELL, R V SAMUEL, DO, Southampton Feb 12. Langham & Son, Southampton.
 LANE, WILLIAM, Ironbridge, Salop, Provision Dealer March 5. Tabor, Ironbridge.
 LEIGH, SUSAN, or GEORGE LEIGH, Upper Walsme, Kent March 1. Phipps & Wallace,
 Greenwich.
 LIVERIDGE, ROBERT, Hemsworth, Yorks Feb 21. Schofield & Schofield, Hemsworth,
 nr Wakefield.
 MAYLAW, EDWARD, Okestone Kent, Farmer March 3. Maylam, Canterbury.
 MORPHET, THOMAS ATKINSON, St Kilda, nr Melbourne, Victoria Feb 15. Taylor & Son,
 Haywards in.
 MOORE, JOHN, Swallowhead nr Sheffield, Carver March 10. Kretzen, Sheffield.
 OLIVER, WILLIAM, Ironbridge, Salop March 8. Thorn, Ironbridge.
 OXENHAM, LUTITIA, Bromley March 25. Pinks & Co, Carey st, Lincoln's Inn.
 PARK, JAMES DICKSON, Wetherby gds, S Kensington March 1. Hutton & Hayson,
 New sq, Lincoln's Inn.
 PERRY, JOSHUA, Clapham Common Feb 21. Finch & Turner, Cannon st.
 PRICE, EMMA, Nottingham March 15. Williams, Nottingham.
 READ, ROBERT, Park Cornwell March 8. Roberts & Co, Newcastle.
 ROOPE, MARIA, Sheffield Feb 28. Crookson, Wigan, Cumberland.

SALAMAN, CHARLES, KENNINGTON, Sutherland av, Malda Vale, Musical Composer Feb 28
Salaman & Co, Union et, Old Broad st
SEPTON, the Right Hon CHARLES WILLIAM EYTON, Earl of March 1 Gibbons & Arkle, Liverpool
SHARP, CHARLES, Little Melton, Norfolk March 1 Ruckham, Norwich
SHAW, WILLIAM, Manchester, Butcher Feb 12 Smith & Sons, Hyde
SHEWARD, SAMUEL, Upper Gornal, Sedgley, Staffs, Butcher March 3 Hooper & Fairbairn, Dudley
SIN, SARAH, LEXINGTON Feb 12 Rowlands & Co, Birmingham
SMITH, AUGUSTA, Northampton April 20 Dennis & Faulkner, Northampton
SWANEY, Rev CARL ROBERT GEORGE, Branksome, Dorset March 14 Gould & Swaine, Glastonbury
TURNER, SARAH, Walsall March 1 Evans, Walsall
WALKER, ROBERT, Havestonedale, Westmorland Feb 17 Hewitson, Appleby
WATSON, JOHN WALTER, Bursley, Grocer Feb 28 Nowell & Co, Burnley
WHITEHEAD, THOMAS, Hartgate March 3 Kirby & Son, Hartgate
WILDING, MARY, Montgomery Feb 28 Stevens, Shrewsbury

London Gazette.—TUESDAY, Feb. 4.

ADREARD, GEORGE, Stocks within Stayley, Chester, Cotton Spinner Feb 21 Leigh, Manchester
ALLEN, BERTHA FANNY, Portsmouth, Livestock Stable Keeper March 1 Bolitho, Portsea
BENNING CHARLES, Cleve Yaton, Somerset Feb 28 Wood, Wigan, nr Bristol
BROWN, EDWARD SPENCER, Daan's inn, Strand March 4 Blair & W.B. Girling, Wool Exchange, Basinghall st
COURT, HENRY, Bit eras, Haris March 1 Court, Aldersgate st
CROFTON, EMMA, Epping March 1 Coles & Sons, Eastbourne
DAWES, ISAAC, Ashby de la Zouch Feb 15 Dawes, Mansfield rd
FARMER, GEORGE, General Sir ARTHUR JAMES LYON, GCMG, CB, Brighton April 30 Freshfield, Old Jewry
GRAVER, WALTER, Heaton, Derby, Furniture Dealer's Manager March 1 Clarke & Co, Leas
GRIFFITH, MARY ANNE, Mayfield March 25 Chandler, New et, Lincoln's inn
HICKS, ANNIE, North Luffenham, Rutland March 1 Atter, Stamford, Lincs
HILL, MARY, Bristol March 1 Stevens, Bristol
HIPPISLEY, EUGENIE JANE, Clifton, Bristol March 5 Bolton, Bristol
HOLLAND, FRIDIA FRANCES, Collingham gardens March 3 Hulberts & Co, New sq, Lincoln's inn
HOPKINS, THOMAS, St John's Wood March 15 Collier & Co, Bedford row
HUDSON, ROBERT, Walsall Wood, Staffs March 31 Evans, Walsall
HUTCHINSON, FRANCIS WILSON, Fitzroy st March 3 Rawlinson, New Broad st
INGLIS, HENRY, Bath March 4 Fessell & Co, Bristol
JOHNSON, JOSEPH, Ecclefield, Yorks, Wheelwright March 1 Smith & Co, Sheffield
LAND, WALTER, Lee Moor, Stanley cum Wrenthorpe, Yorks, Twine Spinner March 3 Edmondson, Wakefield
LEWIS, HENRY, Abchurch Lane, Accountant March 1 Linton & Son, Cardiff
LEWIS, JOHN RUSSELL, Ashford Kent March 1 Hallett & Co, Ashford
L-LEY, HARRIETT, Ecclefield, Yorks March 1 Smith & Co, Sheffield
LENELL, JOYCE JANE, Weston super Mare March 29 Abbot & Co, Bristol
MARTINEAU, EDWARD HENRY, Weymouth st, Architect March 1 Martineau & Reid, Raymond & Co, Gray's inn
MAY, ROBERT, Caversham, Oxford, Cab Inspector Feb 22 Martin & Martin, Reading
MILLS, JOHN, Headswood, Staffs Feb 17 Jacques & Sons, Birmingham
MORRELL, JAMES, Tisbury, Staffs March 10 Taylor & Wheatcroft, Burton on Trent
OAKLEY, JOHN THOMAS, Broom's day, Engineer March 10 Hargrave, Abchurch in
OSBORN, Rev FREDERICK ALEXANDER, Claydon March 5 Freeman & Co, Foster in, Chesapeake
OWEN MATILDA, Eastbourne March 8 Street & Co, Lincoln's inn fields
PADGETT, FERRIER BENJAMIN, Leeds, Cloth Manufacturer March 1 Ford & Warren, Leeds
PERRINGTON, PAUL, Bolton March 1 Russell & Russell, Bolton
PLATTEN, WALTER HENRY HERBERT, Berkhill on Sea, Watchmaker Feb 13 Gaby, Hastings
ROBERTS, EDWARD ARTHUR, Bickenhead March 1 FitzRoy, Dorchester
ROPER, GEORGE WILLIAM, Bexley Heath Kent Feb 28 Johnson, Lincoln's inn fields
SEITON, Sir JOHN, New Wood Park, Notts March 14 Newton & Co, Moorgate st
SHERRWOOD, SARAH, Martin Mill, Kent March 6 Stillwell & Hardy, Dover
VICE HENRY, Ashford, Kent, Plasterer Feb 28 Kingsford & Drake, Ashford
VOYSE, GEORGE CRAYES, Southwold, Art Dealer Feb 24 Cooper, Southwold
WATERHOUSE CATHERINE, Newport, Mon March 14 Heitzman, Cardiff
WATKIN, THOMAS, Bettwog, Montgomery, Farmer March 1 Woosnam, Newtown
WEBB, CHRISTIANA BRIDGETT, Chesterton rd, North Kensington Feb 20 Burton & Son, Blackfriars rd
WILLIAMS, JOHN DAVID, W.D. Cardiff March 11 Hunt & Hunt, Cardiff
WILLIAMS, WILLIAM HAWLEY, Hants, Farmer Feb 18 Chandler & Co, Basingstoke
WILLIAMS, WILLIAM WALTON, Highbury quadrant, Islington March 25 Boulton & Co, Northampton sq
WOODHEAD, MARTHA ROBERTINA, Notwood Green, nr Halifax March 5 Jardine, Halifax
YEOHANE, WILLIAM, Holloway, nr Matlock Bath, Estate Agent March 25 Lynn, Matlock Bath

London Gazette.—FRIDAY, Feb. 7.

ADAMS, FRANCES, Weston super Mare Feb 28 Smith & Sons, Weston super Mare
ALDER, Rev GEORGE, Hammonds Heath April 6 Nevinnon & Barlow, Malvern
ANDREOTT, ANIELA, Easter March 7 Kirkley, Cophall av
BARKINGHAM, JAMES, Darlington, Railway Brake Inspector March 3 Barton & Smith, Darlington
BICK, THOMAS HILL BAYNES, Southsea March 1 Marsh & Co, Kingston on Thames
BENTLEY, MARCEL, Dewsbury, Woollen Draper March 8 Bailey, Halifax
BOND, JOHN, Liverpool, Licensed Victualler March 31 Batesons & Co, Liverpool
BRANTON, GEORGE HENRY, Newark on Trent, Maltster March 12 Larken & Co, per Huddinson, Newark on Trent
BRETT, Sir WILFORD, KCMG, Zaher, Surrey March 10 Gedge & Co, St George st, Westminster
BURCH, MARY ANN, Langford, Wellington, Somerset March 11 Michell, Wellington
BYGATE, WILLIAM, Ayrton, Northampton, Farmer March 19 Fellatt & Fellatt, Banbury, Oxon
CLEMENT, HARRIET, Dulwich March 8 Rundle & Hobrow, Basinghall st
COX, WILLIAM FRED, Newcastle, Cheshire March 1 Furness & Hawkins, Liverpool
COOPER, HOWARD, M.D., Tallow, Waterford, Ireland March 31 Greenfield & Cucknall, Lancaster pl, Strand
CROSS, EDWARD, Cardiff March 17 Cousins & Co, Cardiff
CROWTHER, SOPHIA, Bowdon, Chester March 21 Cooper & Sons, Manchester

CUCKSON, ARTHUR, Kilnham, Yorks, Licensed Victualler March 10 J W & A H Hattersley, Mexborough
DATY, HARRIET, Sheffield March 24 Bransom & Son, Sheffield
DIXON, GEORGE, Whit. haven, Cumberland March 3 Thompson, Whitehaven
DOLLERY, WILLIAM, Gravelly Hill, Warwick March 7 Agginton, Birmingham
EAST, ARTHUR, Stratford, nr Aylesbury, Forest Gate March 25 Barrett, Leadhall st
EVANS, JOSEPH, Canonbury March 25 Eagleton & Sons, Chancery la
FREEMAN ELKANOR, Lowestoft March 15 Archer & Archer, King's Lynn
GALE, DAVID, Bishopton, Mon, Farmer March 31 Lloyd & Pratt, Newport, Mon
HARDY, FREDERIC PELHAM ARBOTT March 15 Barker, Bedford row
HAZLEWOOD, GEORGE WILLIAM, Egham, Surrey, Builder March 17 G. W. Clarke, Lambeth walk, Lambeth
HEATON, ELKANOR, Harborne, Birmingham March 15 Pinnest & Co, Birmingham
HEDDER, Rev ARTHUR WILLIAM, Westerdale Rectory, Yorks March 5 Bell & Co, Middleborough
HOLLOWAY, WILLIAM, Woodford, Essex April 10 Ashley & Co, Frederick's pl, Old Jewry
JACKSON, MARGARET ANN, Stoke Newington March 20 Barber & Co, Great St Helens
JONES, MARY ANN, Hyde, I of W March 4 Richardson & Sadler, Golden sq
JONES, WILLIAM ARTHUR, Plumstead, Kent Feb 28 Sampson, Queen st, Cheapside
KAY CHARLOTTE, Hull March 10 Barker & Mayfield, Hull
MACKENZIE, WILLIAM, Knightsbridge, Barrister at Law March 25 Price & Mackenzie, Bush in, Cannon st
MICHELL, JOSEPH, Southampton, Clerk April 1 Newman, Southampton
NUTTALL, BENJAMIN, Kensington March 31 Simpson & Co, Southwark st, London Bridge
ORMEOD, ERNEST PERCIVAL, Charlton Kings, Glos March 31 Bailey & Sons, Bolton
PARNORRE, ARTHUR BRADSHAW, Bristol Feb 28 Aldous, Old Jewry chmbrs
PAYNE, STAPLETON, Faversham, Kent, Corn Merchant March 15 Payne, Faversham
PELPHS, PAUL, Shipston on Stour, Worcester, Newspaper Correspondent March Hacock & Co, Shipston on Stour
POGSON, HENRIETTA ANIELA, 26 Leonard's on Sea March 31 Parnon & Co, Lime st
PRIDMORE, WILLIAM READ, King's Lynn, Jeweller March 14 Ward, King's Lynn
RICHARDS, WILLIAM BATTER, Camborne, Cornwall March 25 Thomas, Camborne
ROBINSON, RICHARD, Norton Woodsetts, Derby, Farmer March 1 Wieg, Sheffield
SKIRRELS ISABELLA, Whitley Bay, Northumberland March 12 Pybus & Son, Newcastle on Tyne
SILVER JAMES, Reading Feb 28 H & C Collins, Reading
SPURGE FREDERICK, Harwich, Draper March 17 Dixon, Chelmsford
STURGES ELIZABETH, Sheffield March 8 Wilson, Sheffield
STURGES MORRIS JAMES, M.D., St Peter's, Isle of Thanet March 21 Deacon & Co, Great St Helens
TAYLOR JOHN HOWELLS, Salford, Iron Turner March 1 Wice, Manchester
WARREN, EDWARD, Bignor, Brickmaker Feb 14 Haywood, Bignor
WATKIN THOMAS, Bettwog, Montgomery, Farmer March 1 Woosnam, Newtown
WILKINSON, MARGARET, Norton, Durham March 10 Watson & Co, Stockton on Tees
WILLIS, JAMES FREDERICK, Gt Malvern, Manufacturer March 15 F & H Corbett, Worcester

London Gazette.—TUESDAY, Feb. 11.

ABERDEEN, JAMES HENRY, Anley March 25 Hatt, Reading
AINSWORTH, EDMUND, Rivington, Cotton Spinner March 31 Holdens & Cannon, Bolton
AINSWORTH, JOSEPH, Edgworth, Larca, Cotton Splicer March 31 Holdens & Cannon, Bolton
BURGESS, MARGARET, Bognor, Manchester March 29 Parkinson & Co, Manchester
BEARD, EMMA ADELINA, Stourport, Worcs Jan 19 Loft, Stourport
BELLANT, MARIA LOUISA, Ealing March 25 Gumble, Finsbury pavement
BRECHTLEY JONAS, Warwick rd, Malda Vale April 4 Salomon, King st, Chesapeake
BINNS, HANNAH, Woodhouse, Leeds March 24 Middleton & Sons, Leeds
BIRCHALL, MARY, Ribblesdale Hall, nr Preston March 31 Holdens & Cannon, Bolton
BRADFORD, WILLIAM MAHERSHALAHABAS, Ringwood, Southampton, Publican March 25 Davy & Jackson, Ringwood
BRAUN, JUSTUS, Brixton, Gold Leaf Merchant March 1 Goldberg & Co, Finsbury chmbrs
CARRELL, LOUISA BROWN, Isleworth March 12 Leman & Co, Lincoln's inn fields
CHRESTERFIELD, JENNE, Beccles, Commercial Traveller March 10 Sharpe & Wade, Market Dae ing
COPE, JAMES, Leicester March 12 Burgess & Pike, Leicester
CROSS, JOHN, Manchester, Civil Engineer March 31 Holdens & Cannon, Bolton
DAY ROBERT, Hampton Hill March 30 Bower & Co, Bream's bridge, Chancery in
FERNYHOUGH, DAVID, Ecclefield, Staffs, Farmer March 6 Lea, Ecclefield
GOODCHILD ALFRED, Redcar March 1 Parry & Co, Bradford
GRIFFITH MARY, Stokes Croft, Bristol March 25 Tarr & Sons, Bristol
GRIFFITH, WILLIAM HENRY, Brighton, nr Melbourne, Victoria, Licensed Victualler March 14 Russell & Co, Norfolk st, Strand
HUGH SARAH ANN, Dewsbury March 8 Ramsden & Co, Huddersfield
HALL, JOHN, Bury, Machinist March 18 Woodcock & Sons, Bury
HARPER, JOHN, Ilkeston, Derby, Builder Feb 22 Thorpy, Ilkeston
HART, CHARLES ELLIOTT, Lower Clapton March 7 Stevenson & Couldwell, Fenchurch st
HOARE, GERRARD NOEL, Warwick rd, Malda Hill March 31 Tyles & Co, Essex st, Strand
HOLE, HUBERT, Lexington March 24 Earle & Co, Manchester
KIDLEY, THOMAS, Sheffield April 15 Ryall & Son, Sheffield
KIRBY, THOMAS OWEN, Newtown, Montgomery March 1 Williams & Co, Newtown
LEWIS, THOMAS, Leicester, Insurance Agent March 12 Burgess & Pike, Leicester
LEWIS ARTHUR JAMES, Regent st March 16 Collyer-Bristow & Co, Bedford row
LEWIS, ANN, Westbury upon Trym, Glos March 17 Wansey & Meads-King, Bristol
MARTIN, HENRY, Maid-on, Kent, Farmer Feb 28 Hinds & Son, Goudhurst, Kent
MURRAY, ELIZABETH HANLEY, Ringwood March 25 Davy & Jackson, Ringwood, Hants
OAKLEY, WILLIAM JONATHAN, Old Kent rd March 1 Jackson & Co, Old Jewry chmbrs
OLAND, MARY, Bristol March 15 Clark, Bristol
OLIVER, FRANCES, Brixton hill March 21 Harris, Tonbridge
PRICE, BOOTH, Higher Transmere, Chester March 15 Lamb & Co, Birkenhead
RICHARDSON JOHN WINE, Colbridge on Tyne March 31 Bimes & Co, Sunderland
ROGIE, JOHN HENRY, Newcastle on Tyne, Joiner March 25 Wilkinson & Marshall, Newcastle on Tyne
SCALE, WILLIAM SKELTON, Glam, Grocer Feb 28 Thomas & Thomas, Neath
SMITH, EMMA, Selly Park, Worcester March 5 Foster & Co, Birmingham
SMITH, HANNAH, Scarborough March 31 Tate & Co, Scarborough
SPENCE, BARBARA, North Shields March 7 Brown & Holliday, North Shields
TAYLOR, WILLIAM, Southport March 31 Holdens & Cannon, Bolton
TRULLOPE, FRANCES, Upper Long Ditton, Surrey March 25 Crump & Co, Great George st, Westminster
WHITE, ELKANOR LOUISA, Liverpool, Chandler March 6 Kent & Holroyd, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 7.

RECEIVING ORDERS.

ABRAHAM, GEORGE, Kilmory, Berks, Baker Newbury Feb Jan 20 Ord Feb 1
AGOSTE ALBERT, Reading, Commercial Traveller Reading Feb Feb 8 Ord Feb 8
ASH, FRED C, Upper Thomson st, Iron Merchant High Court Feb Dec 21 Ord Feb 3
BAKER HENRY, Richmond, Kewy glen, Captain in H M Army High Court Feb Oct 16 Ord Jan 29

BIRD, ALFRED JAMES, Nelson rd, Hornsey High Court Feb Sept 12 Ord Feb 4
BISHOP, CHARLES THOMAS, Aynonmouth, Bristol, Club Manager Bristol Feb Feb 4 Ord Feb 4
BROOKLY, HARRY LAWRENCE, Harpurhey, Manchester, Baker Manchester Feb Feb 1 Ord Feb 5
BURD, CHARLES, Emsworth, Hants, Baker Portsmouth Feb Feb 5 Ord Feb 5
CLARK, THOMAS, Hants, Licensed Victualler Crews Feb Feb 5 Ord Feb 5
CLIFF, JOSEPH, Wen, Salop, Plumber Shrewsbury Feb Jan 29 Ord Feb 5
COURT, HENRY, Birmingham, Electrical Engineer Birmingham Feb Feb 4 Ord Feb 4

CURSON, TOM GEORGE, Kingston upon Hull, Builder Kingston upon Hull Feb Feb 3 Ord Feb 3
DAVIS, JOHN EVAN, Cardiff, Labourer Carmarthen Feb Feb 3 Ord Feb 3
DITCHBURN, EDWARD HART, Darlington, Licensed Victualler Stockton on Tees Feb Feb 3 Ord Feb 3
EASTHOPE, ALFRED, Wolverhampton, Painter Wolverhampton Feb Feb 4 Ord Feb 4
ELIAS, MARCOUS, Patrington, Yorks, General Dealer Kingston upon Hull Feb Feb 3 Ord Feb 3
EVERETT, FREDERICK, Willenden Green, Hardware Dealer High Court Feb Feb 3 Ord Feb 3
GOUGH, WILLIAM, Ogmore Vale, Glam, Fruiterer Cardiff Feb Feb 3 Ord Feb 4

J W & A

on

Leadsmill st

on

on

W. Clarke,

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Belk & Co,

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Mackenzie,

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HARRISON, SAUL DAVID, Gt Yarmouth, Bottle Merchant Feb 5 Off Rec, 47, Full st, Derby
 HIGGS, ALFRED CHARLES, Weymouth, Auctioneer Dorchester Feb 11 Off Rec, 31, Manor row, Bradford
 HILL, PERCY RICHARD, Llandidloes, Montgomery, Licensed Victualler Newtown Feb 8 Off Rec, 31, Manor row, Bradford
 LACHMAN, JOHN, Old Leake, Lincs, Machinemans Boston Feb 5 Off Rec, 31, Manor row, Bradford
 LEWIS, DAVID, Old Broad st High Court Pet Nov 7 Off Rec, 31, Manor row, Bradford
 MACE, GEORGE JEAN, Gt Yarmouth, Hotel Manager Gt Yarmouth Feb 11 Off Rec, 31, Manor row, Bradford
 MADDIN, MARIE HERMINE, Borough High st, Widow High Court Pet Jan 4 Off Rec, 31, Manor row, Bradford
 MARTIN, CHARLES PHILIPAS, Haydon, Herts, Plumber St Albans Feb 4 Off Rec, 31, Manor row, Bradford
 MEYER, LEONARD, Broad st High Court Pet Jan 1 Off Rec, 31, Manor row, Bradford
 MYERS, MICHAEL DAVID, Hammersmith, Tailor High Court Pet Feb 3 Off Rec, 31, Manor row, Bradford
 OWEN, WILLIAM, Liverpool, Green Grocer Liverpool Feb 5 Off Rec, 31, Manor row, Bradford
 PHARMON, WILLIAM, Quarry Bank, Staffs, Fishmonger Stourbridge Pet Jan 30 Off Rec, 31, Manor row, Bradford
 POLAND & CO, ARTHUR, Bishopsgate st, Timber Merchants High Court Pet Jan 15 Off Rec, 31, Manor row, Bradford
 RAINE, JOHN WILLIAM, Darlington, Baker Stockton on Tees Feb 4 Off Rec, 31, Manor row, Bradford
 ROBERTS, HARRY WILLIAM, Newmarket, Architect Cambridge Feb 4 Off Rec, 31, Manor row, Bradford
 ROBERTSHAW, SMITH, Halifax, Tobacconist Halifax Feb 1 Off Rec, 31, Manor row, Bradford
 ROBINSON, GEORGE EDWARD, Cardiff, Architect Cardiff Feb 3 Off Rec, 31, Manor row, Bradford
 SHARDLOW, SAMUEL, Nottingham, Grocer Nottingham Feb 5 Off Rec, 31, Manor row, Bradford
 SIMONS, DAVID, Pontymermer, Garw Valley, Glam, General Dealer Cardiff Feb 4 Off Rec, 31, Manor row, Bradford
 SKELSEY, GEORGE HENRY, Wexpe, Flint, Company Director Chester Feb 13 Off Rec, 31, Manor row, Bradford
 STARRING, STEPHEN, Flockstone, Fisherman Canterbury Feb 5 Off Rec, 31, Manor row, Bradford
 STREETS, HARRY, Bolton, Confectioner Bolton Feb 5 Off Rec, 31, Manor row, Bradford
 TASKER, CHRISTOPHER JOHN, Leeds, Butcher Leeds Feb 5 Off Rec, 31, Manor row, Bradford
 TAYLOR, JOHN, Newcastle on Tyne, Watchmaker Newcastle on Tyne Feb 8 Off Rec, 31, Manor row, Bradford
 TERNER, JOSEPH, Woolwich, Picture Frame Maker Greenwich Feb 1 Off Rec, 31, Manor row, Bradford
 VAN DER WYDE, HENRY, Regent st, Photographer High Court Pet Dec 18 Off Rec, 31, Manor row, Bradford
 WATKINSON, RICHARD EDWARD, Guiseley, Yorks, Butcher Leeds Feb 30 Off Rec, 31, Manor row, Bradford
 WESTMORE, GEORGE HENRY, Newport, I of W, Hairdresser Newport Feb 4 Off Rec, 31, Manor row, Bradford
 WILKINSON, WILLIAM, Malvern Link, Worcester, Miller Worcester Pet Jan 23 Off Rec, 31, Manor row, Bradford
 WINTER, HENRY RYLAND, Adelle st High Court Pet Dec 3 Off Rec, 31, Manor row, Bradford
 WOODWARD, SARAH JANE, Leicester, Hosier Leicester Feb 5 Off Rec, 31, Manor row, Bradford

Amended notice substituted for that published in the London Gazette of Dec 10:

ANDERSON, RICHARD, sen, Sandhurst, Berks, Family Butcher Reading Pet Nov 21 Off Rec, 31, Manor row, Bradford

FIRST MEETINGS.

ABEL, JAMES, Birmingham Feb 19 at 11 173, Corporation st, Birmingham
 ABE, FRED C, Upper Thames st, Iron Merchant Feb 20 at 11 Bankruptcy bldgs, Carey st
 BAKER, HENRY EDWARD, Evelyn gds, Captain in HM Army Feb 17 at 11 Bankruptcy bldgs, Carey st
 BARNES, GEORGE, Upper Lydbrook, Glos, Grocer Feb 17 at 10 2 Off st, Hereford
 BIRD, ALFRED JAMES, Hursey Feb 20 at 12 Bankruptcy bldgs, Carey st
 BROOKLYN, JOHN NEALE, Wilmore, Warwick, Licensed Victualler Feb 14 at 11 15 Shakespear Hotel, Stratford on Avon
 BRID, CHARLES, Emsworth, Hants, Baker Feb 14 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 CAMERON, DUNCAN EVEN, Hans gds, Slone sq Feb 14 at 230 Bankruptcy bldgs, Carey st
 CLIFF, JOSEPH, Wem, Salop, Plumber Feb 18 at 2.30 Off Rec, 42, St John's hl, Shrewsbury
 COATES, THOMAS EDWARD, Shipdon upon Wychwood, Oxford, Cattle Dealer Feb 14 at 12 1, St Aldate's, Oxford
 DENTONFIELD, LEON BRIDGEND, Glam, General Dealer Feb 18 at 12.30 117, St Mary st, Cardiff
 EDGE, WALTER SAMUEL, Willenhall, Staffs Feb 19 at 10 Off Rec, Wolverhampton
 EVANS, JOHN, Aberdare, Hay Merchant Feb 14 at 2 Off Rec, High st, Merthyr Tydfil
 EVERETT, FREDERICK, Harleiden, Willenden Green, Hardware Dealer Feb 15 at 11 Bankruptcy bldgs, Carey st
 FIDY, ISAAC WILLIAM, Worstead, Norfolk, Licensed Victualler Feb 15 at 12.30 Off Rec, 8, King st, Norwich
 FLANAGAN, PATRICK MICHAEL, Dudley, Bedding Manufacturer Feb 14 at 10.30 Off Rec, Wolverhampton st, Dudley
 FOMEREAU, PHILIP, Brompton rd, Horse Dealer Feb 14 at 12 Bankruptcy bldgs, Carey st
 FOX, WILLIAM, Fort Talbot, Glam Feb 14 at 2.30 Off Rec, 31, Aldersgate rd, Eversham
 GREENWOOD, THOMAS, Ramsey, Coal Miner Feb 17 at 11 Off Rec, 14, Chapel st, Preston
 GROVE, HARRY, and HENRY HILL, Netherton, Builders Feb 14 at 10 Off Rec, Wolverhampton st, Dudley
 GRUNDY, WILLIAM THOMAS, Stockport, Ship Manufacturer Feb 14 at 11 Off Rec, County chambers, Market pl, Stockport
 HEPTINSTALL, TOM FRED, Castleford, Yorks, Provision Dealer Feb 14 at 10.30 Off Rec, 6, Bond ter, Wakefield
 HILL, PERCY RICHARD, Llandidloes, Montgomery, Licensed Victualler Feb 20 at 10.30 1, High st, Newtown

HOLLIS, ELIZABETH, Ilkeston, Derby, Watchmaker Feb 14 at 2 Off Rec, 47, Full st, Derby
 HUDSON, WILLIAM GRIMSHAW, Shipley, Yorks, Publican Feb 14 at 11 Off Rec, 31, Manor row, Bradford
 LOCK, DAVID, Cardiff, Fish Dealer Feb 15 at 11 117, St Mary st, Cardiff
 MITCHELL, FRANK GRAMPOND, Cornwall, Builder Feb 17 at 12 Off Rec, Boscawen st, Truro
 MONTEITH, HUGH, Brierfield, Lancs, Plumber Feb 17 at 10.30 Off Rec, 14, Chapel st, Preston
 NUTTER, HENRY, Barrowford, Lancs, Commission Agent Feb 17 at 12 Off Rec, 14, Chapel st, Preston
 ORDREY, CHARLES EDGAR, Luton, Baker Feb 15 at 12 Off Rec, Bridge st Northampton
 PAVEY, GEORGE, Hayward's Heath, Sussex, Corn Merchant Feb 14 at 2.30 Off Rec, 4, Pavilion bldg, Brighton
 READ, WILLIAM HENRY, Olton, Warwick, Brush Manufacturer Feb 18 at 11 174, Corporation st, Birmingham
 RICHARDS, WILLIAM NEWPORT, Mon, Coal Merchant Feb 14 at 11 Off Rec, Westgate chmbs, Newport, Mon
 SHEPHERD, ARTHUR PRYSON, Coal Dealer Feb 17 at 8 Off Rec, 14, Chapel st, Preston
 SPIKE, GEORGE, Radcliffe on Trent, Notts, Commercial Traveller Feb 14 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 STREET, HARRY, Bolton, Confectioner Feb 19 at 2.30 19, Exchange st, Bolton
 TASKER, CHRISTOPHER JOHN, Leeds, Butcher Feb 14 at 12.30 Off Rec, 32, Park row, Leeds
 TRANNY, ARTHUR HENRY, Sheffield, Builder Feb 14 at 1 Off Rec, Fife lane, Sheffield
 THOMAS, EDWIN JOHN, and HERBERT FISHER THOMAS, Cardiff, Cabinet Makers Feb 14 at 11 117, St Mary st, Cardiff
 TOTTER, WILLIAM ALFRED, Llanelly, Tobacconist Feb 15 at 11.30 Off Rec, 4, Queen st, Carmarthen
 TURNER, JOHN ROBERT, Bury St Edmunds, Joiner Feb 14 at 2.30 Angel Hotel, Bury St Edmunds
 WATKINSON, RICHARD EDWARD, Guiseley, Yorks, Butcher Feb 17 at 11 Off Rec, 21 Park row, Leeds
 WHITAKER, ALFRED JAMES PRYTON, Minehead, Somerset, Chartered Accountant Feb 15 at 12 117, St Mary st, Cardiff
 WOODWARD, SARAH JANE, Leicester, Hosier Feb 14 at 12 Off Rec, 1, Beridge st, Leicester
 WORMALD, BRYAN, East Hardwick, nr Pontefract, Blacksmith Feb 14 at 2.30 Off Rec, 6, Bond ter, Wakefield

ADJUDICATIONS.

ANGOVE, ALBERT, Reading, Commercial Traveller Reading Feb 3 Off Rec, 31, Manor row, Bradford
 BARNETT, EMILIA, and ADAM KIRSTEIN, Assembly mews, Mile End High Court Pet Dec 31 Off Rec, 31, Manor row, Bradford
 BEAMANT, GEORGE HERBERT, Poole, Pork Butcher Poole Feb 23 Off Rec, 31, Manor row, Bradford
 BROMLEY, HARRY LAWRENCE, Harpurhey, Manchester, Baker Manchester Feb 1 Off Rec, 31, Manor row, Bradford
 BUDD, CHARLES, Emsworth, Hants, Baker Portsmouth Feb 3 Off Rec, 31, Manor row, Bradford
 CLARKE, THOMAS, Nantwich, Licensed Victualler Nantwich Feb 5 Off Rec, 31, Manor row, Bradford
 CURSON, TOM GEORGE, Kingston upon Hull, Builder Kingston upon Hull Feb 3 Off Rec, 31, Manor row, Bradford
 DAVIES, JOHN EVAN, Siliad, Cardigan, Labourer Carmarthen Feb 3 Off Rec, 31, Manor row, Bradford
 DITCHBURN, EDWARD HART, Darlington, Licensed Victualler Stockton on Tees Feb 8 Off Rec, 31, Manor row, Bradford
 EASTHOPE, ALFRED, Wolverhampton, Painter Wolverhampton Feb 4 Off Rec, 31, Manor row, Bradford
 ELLIS, MARQUIN, Patington, Yorks, General Dealer Kingston upon Hull Feb 3 Off Rec, 31, Manor row, Bradford
 FOWLER, EDWARD GEORGE, Birmingham, Baker Birmingham Feb 23 Off Rec, 31, Manor row, Bradford
 GOLDEN, ALBERT, Cophall st High Court Pet Oct 3 Off Rec, 31, Manor row, Bradford
 GOODWIN, WILLIAM, Ogmose Vale, Glam, Fruiterer Cardiff Feb 3 Off Rec, 31, Manor row, Bradford
 HARRISON, SAUL DAVID, Gt Yarmouth, Bottle Merchant Gt Yarmouth Feb 5 Off Rec, 31, Manor row, Bradford
 HILL, PERCY RICHARD, Llandidloes, Montgomery, Licensed Victualler Newtown Feb 8 Off Rec, 31, Manor row, Bradford
 HOWES, HARRY LEONER, New Out, Blackfriars, Tobacconist High Court Pet Jan 14 Off Rec, 31, Manor row, Bradford
 LEACHMAN, JOHN, Old Leake, Lincs, Machinemans Boston Feb 5 Off Rec, 31, Manor row, Bradford
 MEYER, MICHAEL DAVID, King st, Hammersmith, Tailor High Court Pet Feb 3 Off Rec, 31, Manor row, Bradford
 OWEN, WILLIAM, Liverpool, Green Grocer Liverpool Feb 5 Off Rec, 31, Manor row, Bradford
 PEARSON, WILLIAM, Quarry Bank, Staffs, Fishmonger Stourbridge Feb 30 Off Rec, 31, Manor row, Bradford
 PORTER, WILLIAM JOHN, Bourne mouth Poole Feb 23 Off Rec, 31, Manor row, Bradford
 PRICE, GEORGE, Blackpool, Licensed Victualler Preston Feb 15 Off Rec, 31, Manor row, Bradford
 RAINE, JOHN WILLIAM, Darlington, Baker Stockton on Tees Feb 4 Off Rec, 31, Manor row, Bradford
 READ, WILLIAM HENRY, Olton, Warwick, Brush Manufacturer Birmingham Feb 11 Off Rec, 31, Manor row, Bradford
 ROBERTS, HARRY WILLIAM, Newmarket, Architect Cambridge Feb 4 Off Rec, 31, Manor row, Bradford
 ROBERTSHAW, SMITH, Halifax, Tobacconist Halifax Feb 1 Off Rec, 31, Manor row, Bradford
 ROBINSON, GEORGE EDWARD, Cardiff, Architect Cardiff Feb 3 Off Rec, 31, Manor row, Bradford
 RUIZ, JOSEPH, and JOSEPH BANTI, Canfield gds, Finchley rd, Restaurant Keepers High Court Pet Nov 27 Off Rec, 31, Manor row, Bradford
 SHARDLOW, SAMUEL, Nottingham, Grocer Nottingham Feb 5 Off Rec, 31, Manor row, Bradford
 SIMONS, DAVID, Pontymermer, Garw Valley, Glam, General Dealer Cardiff Feb 4 Off Rec, 31, Manor row, Bradford
 STARRING, STEPHEN, Flockstone, Fisherman Canterbury Feb 5 Off Rec, 31, Manor row, Bradford
 STREET, HARRY, Bolton, Confectioner Bolton Feb 5 Off Rec, 31, Manor row, Bradford

TASKER, CHRISTOPHER JOHN, Leeds, Butcher Leeds Feb 5 Off Rec, 31, Manor row, Bradford
 TAYLOR, JOHN, Newcastle on Tyne, Watchmaker Newcastle on Tyne Feb 8 Off Rec, 31, Manor row, Bradford
 WALKER, MARTIN JOHN, Jermyn st, St James's High Court Pet Jan 8 Off Rec, 31, Manor row, Bradford
 WATKINSON, RICHARD EDWARD, Guiseley, Yorks, Butcher Leeds Feb 30 Off Rec, 31, Manor row, Bradford
 WATSON, SOLOMON GEORGE, Brighton, Sussex, Surgeon Brighton Feb 23 Off Rec, 31, Manor row, Bradford
 WESTMORE, GEORGE HENRY, Newport, I of W, Hairdresser Newport Feb 4 Off Rec, 31, Manor row, Bradford
 WOODWARD, SARAH JANE, Leicester, Hosier Leicester Feb 5 Off Rec, 31, Manor row, Bradford

Amended notice substituted for that published in the London Gazette of Dec 14:

TOLLEY, JOHN, Birmingham, Plumber Birmingham Feb 12 Off Rec, 31, Manor row, Bradford

ADJUDICATION ANNULLLED AND RECEIVING ORDER DISCHARGED.

BAILLIE, CHARLES LEMMA, Grove Hill rd, Camberwell, Public-house Broker High Court Rec Ord June 12, 1900 Adjud July 8, 1900 Dis and Annul Feb 4

London Gazette.—TUESDAY, Feb. 11.

RECEIVING ORDERS.

ALEXANDER, ALEXANDER JOSEPH, Richmond, Surrey, Theatrical Manager High Court Pet Feb 7 Off Rec, 31, Manor row, Bradford
 BAILEY, HENRY JAMES, Stockwell, Poulter High Court Pet Feb 7 Off Rec, 31, Manor row, Bradford
 BARNWELL, EDGAR JOE, Chesham, Herts, Nurseryman Edmonston Feb 7 Off Rec, 31, Manor row, Bradford
 BIRD, ISAAC, Manchester, General Carrier Manchester Feb 24 Off Rec, 31, Manor row, Bradford
 BARTY, JOHN, Norwich, Blacksmith Norwich Pet Jan 15 Off Rec, 31, Manor row, Bradford
 COLLIER, JAMES WALKER, Downton, Wils, Woolstapler Salisbury Feb 6 Off Rec, 31, Manor row, Bradford
 COOK, ALFRED, N. Charlton, Yorks, Hosiery Northallerton Feb 6 Off Rec, 31, Manor row, Bradford
 COOKE, JAMES, Castle Bromwich, Warwick, Farmer Birmingham Feb 13 Off Rec, 31, Manor row, Bradford
 FORD, HUMPHRY GEORGE, Exeter, Florist Exeter Feb 6 Off Rec, 31, Manor row, Bradford
 FREEMANTLE, STEPHEN THOMAS, Beckenham, Publisher's Manager High Court Pet Jan 15 Off Rec, 31, Manor row, Bradford
 HALL, JOHN, Barnsley, Fruiterer Barnsley Feb 6 Off Rec, 31, Manor row, Bradford
 HALL, WILLIAM, Huddersfield, Coal Merchant Huddersfield Feb 6 Off Rec, 31, Manor row, Bradford
 HARDING, CHARLES, Peckham grove, Licensed Victualler High Court Pet Feb 7 Off Rec, 31, Manor row, Bradford
 HARTWOOD, FREDERICK, Cardiff, Wheelwright Cardiff Feb 7 Off Rec, 31, Manor row, Bradford
 HICKENBOTHAM, WALTER CHARLES, Walton on Thames Kingston, Surrey Pet Feb 7 Off Rec, 31, Manor row, Bradford
 HIND, JAMES, Wem, Salop, Painter Shrewsbury Feb 7 Off Rec, 31, Manor row, Bradford
 HIPFAY, FRANCIS, Leeds, Cartman Leeds Feb 6 Off Rec, 31, Manor row, Bradford
 JONES, THOMAS, Mountain Ash, Glam, Carpenter Aberdare Feb 6 Off Rec, 31, Manor row, Bradford
 LITTLEDALE, RAY CHARLES E, Shepperton Kingston, Surrey Pet Dec 30 Off Rec, 31, Manor row, Bradford
 MOSE, RICHARD, Leeds, Butcher Leeds Feb 6 Off Rec, 31, Manor row, Bradford
 NORTHMOSE, JOHN HENRY, Plymouth, Butcher Plymouth Feb 6 Off Rec, 31, Manor row, Bradford
 PARTRIDGE, JOHN, Brampton, Chesterfield, Derby, Builder Chesterfield Feb 30 Off Rec, 31, Manor row, Bradford
 RICHARDSON, DENNIS COOK, Gt Grimsby, Fish Curer Gt Grimsby Feb 7 Off Rec, 31, Manor row, Bradford
 RICKLES, FRED, Kingston upon Hull, Builder Kingston upon Hull Feb 3 Off Rec, 31, Manor row, Bradford
 ROSE, P ROBERTSON, Chelsea, Equine High Court Pet Jan 4 Off Rec, 31, Manor row, Bradford
 RYE, STEPHEN, King's Lynn, Painter King's Lynn Feb 5 Off Rec, 31, Manor row, Bradford
 SHEPHERD, THOMAS, York, Cattle Dealer York Feb 5 Off Rec, 31, Manor row, Bradford
 SHERIDAN, MARIA, Langrum, Farnhoke, Licensed Victualler Farnhoke Dock Feb 22 Off Rec, 31, Manor row, Bradford
 SHUTTLEWORTH, GEORGE, Darwen, Plasterer Blackburn Feb 7 Off Rec, 31, Manor row, Bradford
 SUMMERS, WILLIAM RICHARD, Hales, nr Millard Haven, Pembroke, Master mariner Pembroke Dock Feb 8 Off Rec, 31, Manor row, Bradford
 TARRANT, JOHN JOSEPH, East Ham, Meat Salesman High Court Pet Jan 30 Off Rec, 31, Manor row, Bradford
 THOMAS, ARTHUR, Norwich, Norwich Pet Feb 7 Off Rec, 31, Manor row, Bradford
 TIMPERLEY, HENRY, Morecambe, Newagent Preston Feb 7 Off Rec, 31, Manor row, Bradford
 WATT, THOMAS, Wood Green, Postmaster Edmonton Feb 8 Off Rec, 31, Manor row, Bradford
 WEEKS, WILLIAM, Weymouth, Jobmaster Dorchester Feb 5 Off Rec, 31, Manor row, Bradford
 WESTWOOD, JOSEPH WILLIAM, Birmingham, Engineer Birmingham Feb 6 Off Rec, 31, Manor row, Bradford
 WORMLEY, JOHN JOSEPH, Warrington, Builder Warrington Feb 13 Off Rec, 31, Manor row, Bradford

FIRST MEETINGS.

ALEXANDER, ALEXANDER JOSEPH, Richmond, Surrey, Theatrical Manager Feb 21 at 11 Bankruptcy bldgs, Carey st
 ANGOVE, ALBERT, Reading, Commercial Traveller Feb 18 at 12 Off Rec, Fife lane, Sheffield
 BAILEY, HENRY JAMES, Stockwell Feb 21 at 2.30 Bankruptcy bldgs, Carey st
 BARNWELL, EDGAR JOE, Chesham, Herts, Nurseryman Edmonston Feb 22 at 12.30 Green Lane, Warrington
 BARTY, JOHN, Norwich, Blacksmith Warrington Feb 21 at 2 Bankruptcy bldgs, Carey st

BRITS, ROBINSON, Framingham, Chemist Feb 18 at 11.30
 61 Eastern Hotel, Liverpool st
 BROOKLYN, HARRY LAWRENCE, Harpurhey, Manchester,
 B-ket Feb 18 at 3 Off Rec. Byrom st, Manchester
 CARR, WILLIAM, Scarborough, Bellhanger Feb 21 at 3.45
 74, Newburnish, Scarborough
 COOPER, THOMAS EDWIN, Stratford, Lanes, Engineer's Mer-
 chant Feb 19 at 2.30 Off Rec. Byrom st, Manchester
 CROCKETT, JOHN, Llandudno, Licensed Victualler Feb 19
 at 11.30 Station Hotel, Llanudno Junction
 CURSON, TOM GEORGE, Kingst. a upon Hull, Builder Feb 19
 at 11 Off Rec. Trinity House in, Hull
 DAVIES, JOHN EVAN, Sillan, Cardigan, Labourer Feb 26
 at 3 Off Rec. 4, Queen st, Carmarthen
 DENBY, BERNARD OUTRAM, Rotherham, Yorks, Grocer Feb
 18 at 12.30 Off Rec. Fyfield, in, Sheffield
 FORD, HUMPHREY GEORGE, Exeter, Florist Feb 20 at 10.30
 Off Rec. 13, Bedford circus, Exeter
 FOWLER, EDWARD GEORGE, Birmingham, Baker Feb 21 at
 11 174, Corporation st, Birmingham
 FREEMANTLE STEPHEN THOMAS, Beckenham Feb 21 at 12
 Bankruptcy bldg, Carey st
 GAINY ETL, WILLIAM HENRY, York Feb 19 at 11.30 Off
 Rec. The Red House, Duncombe pl, York
 GOLDSTEIN, SOLOMON, Whitechapel, Tailor's Presser
 Feb 19 at 12 Bankruptcy bldg, Carey st
 GOODWIN, WILLIAM, Ogmone Vale, Fruit crer Feb 21
 at 11.30 117, St Mary st, Cardiff
 GRAHAM, JOHN EDWIN, Liverpool, Grocer Feb 19 at 12
 Off Rec. 35, Victoria st, Liverpool
 GREATREX, HERBERT, Birmingham, architect Feb 21 at 12
 174, Corporation st, Birmingham
 HALL, WILLIAM, Huddersfield, Coal Merchant Feb 20
 at 11 Off Rec. 19, John William st, Huddersfield

HEALEY, ANTHONY, REBERT, Regent st, Civil Engineer
 Feb 19 at 12.30 34, Railway app, London Bridge
 HINDS, JAMES, Wem, Salop, Painter Feb 20 at 11.30 Off
 Rec. 41, St John's hill, Shrewsbury
 HIPPEY, FRANCIS, Armley, Leeds, Cartman Feb 18 at 11
 Off Rec. 28, Park row, Leeds
 HOPKINS, THOMAS ROBERT, Crouch End, Dealer in Works
 of Art Feb 18 at 3.30 Bankruptcy bldg, Carey st
 IVINY, JOHN EDWARD, Trinity sq, Tea Merchant Feb 19 at
 12.30 Bankruptcy bldg, Carey st
 JAMES, AMOS, Spalding Lanes, Baker Feb 21 at 11 Law
 Court s, Peterborough
 JONES ROBERT, Blaenau Festiniog, Boot Dealer Feb 18 at
 12.30 Crypt chambra, Eastgate row, Chester
 JONES, WILLIAM, Criccieth, Carnarvon, Grocer Feb 18 at
 14 Crypt chambra, Eastgate row, Chester
 LEACHMAN, JOHN, Old Leake, Lincs, Machineman Feb 18
 at 12.15 Off Rec. 4 and 6, West st, Boston
 LEBER, JOHN GEORGE, Sunderland, Builder Feb 18 at 3
 Off Rec. 25, John st, Sunderland
 MARTIN, CHARLES PHINEAS, Harpenden, Hertis, Plumber
 Feb 19 at 12 Off Rec. 95, Temple chambra, Temple av
 MOSS, RICHARD, Leeds, Butcher Feb 18 at 11.30 Off Rec.
 22, Park row, Leeds
 MUIR, GEORGE H, Pansras in Feb 18 at 12 Bankruptcy
 bldg, Carey st
 NEWTON, SAMUEL BARTON, Sheffield, Mechanical Engineer
 Feb 18 at 1 Off Rec. Fyfield in, Sheffield
 PLUMLEY, GEORGE QUEEN Victoria st, Company Promoter
 Feb 20 at 2.30 Bankruptcy bldg, Carey st
 PUGH CHARLES, Wellingborough, Fish Hawker Feb 18 at
 12 Off Rec. Bridges st, Northampton
 ROBERTS HARRY WILLIAM, Newmarket, Architect Feb 18
 at 2.30 The White Hart Hotel, Newmarket

ROBERTSHAW, SMITH, Halifax, Tobacconist Feb 19 at 3
 Off Rec. Town Hall chambra, Halifax
 ROBINSON, GEORGE EDWARD, Cardiff, Architect Feb 21 at
 11 117, St Mary st, Cardiff
 RYE, STEPHEN, King's Lynn, Painter Feb 19 at 10 Court
 house, King's Lynn
 SANDGROUND & Co, Bethnal Green rd, Furniture Manu-
 facturers Feb 21 at 12 Bankruptcy bldg, Carey st
 SHAW, HERBERT COATES, Middlesbrough, Watchmaker
 Feb 21 at 12.30 Off Rec. 3, Albert rd, Middlesbrough
 SHEPARD, THOMAS, York, Cattle Dealer Feb 19 at 1 Off
 Rec. The Red House, Duncombe pl, York
 SIMONS, DAVID, Pontycymmer Garw Valley, Glam, General
 Dealer Feb 21 at 12 117, St Mary st, Cardiff
 SMITH GEORGE, Burton on Trent, Clothier Feb 19 at 11.30
 Midland Hotel, Station st, Burton on Trent
 SMITH, JAMES HUNT, Stanground, Hunts, Builder Feb 21
 at 11.30 Law Courts, Peterborough
 TAYLOR, JOHN, Newcastle upon Tyne, Watchmaker Feb 19
 at 11.30 Off Rec. 30, Mosley st, Newcastle on Tyne
 TENENBAUM, JOSEPH, Woolwich, Picture Frame Maker
 Feb 19 at 12.30 24, Railway app, London Bridge
 THOMAS, JOHN MORGAN, WILLIAM HUDSON THOMAS, and
 EVAN MORGAN THOMAS, Cheesham, Bucks, Tailors Feb
 19 at 12 1, St Aldate's Oxford
 THURLEY, WALTER EMANUEL, Old Fiction, Hunts Feb
 21 at 11.30 Law Courts, Peterborough
 TOLSON, WILLIAM, jun, Ambleside, Westmoreland, Tailor
 Feb 22 at 11.30 Grosvenor Hotel, Stramorgan,
 Kendal
 WALKER, BERTIE JOHN, Jermyn st, St James Feb 24 at 11
 Bankruptcy bldg, Carey st
 WALLIS ARTHUR RICHARD, Edmonessmith, Builder Feb
 20 at 11 Bankruptcy bldg, Carey st
 WALLIS, FRANK, Colwyn Bay, Denbigh Feb 18 at 3
 Crypt chambra, Eastgate row, Chester
 WILKINSON, WILLIAM, Malvern Link, Worcester, Miller
 Feb 18 at 2.15 45, Copenhagen st, Worcester

ADJUDICATIONS.

ABEL, JAMES, Birmingham Birmingham Pet Jan 16 Ord
 ALEXANDER, ALEXANDER JOSEPH, Richmond, Surrey,
 Theatrical Manager High Court Pet Feb 7 Ord
 Feb 7
 BAILEY, HENRY JAMES, Stockwell, Painter High Court
 Pet Feb 7 Ord Feb 7
 BARNWELL, EDGAR JOB, Chesnut, Hertis, Nurseryman
 Edmonessmith Pet Feb 7 Ord Feb 7
 BETTS, ROBINSON, Framingham, Chemist Ipswich Pet
 Jan 16 Ord Feb 6
 COOK, ALFRED, Northallerton, Yorks, Hostler Northallerton
 Pet Feb 6 Ord Feb 6
 COOKE, HERBERT, Birmingham, Electrical Engineer
 Birmingham Pet Feb 4 Ord Feb 7
 EVANS, ROBERT, and LUTHER EVANS, Landore, nr Swansea,
 Iron Founders Swansea Pet Jan 11 Ord Feb 8
 FEAR, WILLIAM, Plaistow, Builder High Court Pet Jan 16
 Ord Feb 7
 FORBES, PHILIP, Brompton rd, Horse Dealer High
 Court Pet Jan 11 Ord Feb 7
 FORD, HUMPHREY GEORGE, Exeter, Florist Exeter Pet
 Feb 6 Ord Feb 6
 GEORGE, MALCOLM ORCHILL, South Kensington High Court
 Pet Nov 22 Ord Feb 8
 HALL, JOHN, Barnsley, Fruiterer Barnsley Pet Feb 8
 Ord Feb 8
 HALL, WILLIAM, Huddersfield, Coal Merchant Hudders-
 field Pet Feb 6 Ord Feb 6
 HARDING, CHARLES, Peckham grove, Surrey, Licensed
 Victualler High Court Pet Feb 7 Ord Feb 7
 HARWOOD, FRANCIS, Cardiff, Wheelwright Cardiff Pet
 Feb 7 Ord Feb 7
 HEDLEY-BITTEN, GEORGE, East Ham, Colliery Agent
 High Court Pet Dec 23 Ord Feb 6
 HICKINBOOTHAM, WALTER CHARLES, Walton on Thames
 Kingston, Surrey Pet Feb 7 Ord Feb 7
 HINDS, JAMES, Wem, Painter Shrewsbury Pet Feb 7
 Ord Feb 8
 HIPPEY, FRANCIS, Armley, Leeds, Cartman Leeds Pet
 Feb 6 Ord Feb 6
 JONES, THOMAS, Mountain Ash, Glam, Carpenter
 Mountain Ash Pet Feb 6 Ord Feb 6
 JORDAN, MAEY ANN, Dudley, Grocer Dudley Pet Dec 4
 Ord Feb 8
 LEE, HARRY JAMES, Tottenham et rd High Court Pet
 July 8 Ord Feb 11
 MARTIN, CHARLES PHINEAS, Harpenden, Plumber St
 Albans Pet Feb 4 Ord Feb 7
 MOSS, RICHARD, Leeds, Butcher Leeds Pet Feb 6 Ord
 Feb 6
 NORTHMORE, JOHN HENRY, Plymouth, Butcher Plymouth
 Pet Feb 6 Ord Feb 6
 RICHARDSON, DENNIS COOK, Gt Grimsby, Fish Carer Gt
 Grimsby Pet Feb 7 Ord Feb 7
 RICKLES, ERD, Kingston upon Hull, Balder Kingston
 upon Hull Pet Jan 3 Ord Feb 7
 RYE, STEPHEN, King's Lynn, Painter King's Lynn Pet
 Feb 5 Ord Feb 5
 SAUNDERS HENRY GEORGE, Bishop's Down, near Salisbury,
 Auctioneer Salisbury Pet Jan 17 Ord Feb 7
 SHEPARD THOMAS, York, Cattle Dealer York Pet Feb 5
 Ord Feb 5
 SHUTTEWORTH, GEORGE, Darwen, Plasterer Blackburn
 Pet Feb 7 Ord Feb 7
 THOMAS, ARTHUR, Eton, Norwich Norwich Pet Feb 7
 Ord Feb 7
 TIMPERLEY, HENRY, Morcombe, Newnagat Preston Pet
 Feb 7 Ord Feb 7
 TURNER, CHARLES ALBERT, and HARRY EDWARD HOPKIN-
 SON, Finsbury divst, Insurance Brokers High Court
 Pet Dec 16 Ord Feb 8
 WHITAKER, ALFRED JAMES PENTON, Min-bol, "hartered
 accountants Cardiff Pet Feb 8 Ord Feb 8
 WILKINSON, WILLIAM, Malvern Link, Worcs, Miller
 Worcester Pet Jan 23 Ord Jan 7
 WILLS, HENRY C, Barns, Builder Wandsworth Pet
 Dec 18 Ord Feb 6
 WRIGHT, GEORGE SAMUEL, Dalst in Junction, Merchant
 High Court Ord Feb 7

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